
Note: The District's [facility usage fee schedule](#) can be found online.¹

General

The buildings and properties of the District will be available to the patrons of the District under conditions prescribed or permitted by law and in accordance with Board policy GKD(LOCAL).

The District reserves the right to refuse a rental request if deemed in the best interests of the District.

Entities desiring to lease school-owned property must represent activities that are congruent with and enhance the purposes of the District.

The lessee will be responsible for maintenance and all costs incurred with utilization of the leased property and improvements thereof.

All activities on the land and improvements thereof must be in accordance with Board policies, applicable rules and regulations, and all laws of the state of Texas regarding school property.

There will be an agreement document signed by the District and lessee stating the terms of the lease, length of time, condition of termination of the lease, and other pertinent data.

The District will receive from the lessee certification of liability insurance. The District will assume no liability for the property or improvements or any incident that occurs on the leased property and improvements, and will be relieved of all liability obligations regarding the property or improvements and will be indemnified by the lessee for any liabilities whatsoever arising out of use of the leased premises.

Certain improvements that are considered permanent in nature must be deeded to the District and may not be removed upon termination of lease, where applicable. This stipulation will be included in the lease agreement if appropriate.

For hourly rental of facilities, a facilities rate schedule will be adopted or renewed annually that provides adequate rental notes to offset custodial and utility costs.

Classification of Groups

Groups that may be allowed to use or rent District facilities will be classified as "nonpaying groups" or "paying groups."

Nonpaying Groups

Student, staff, and parent organizations directly related to the District will have the use of facilities without charge, as scheduled by and under the supervision of the principal. Examples include school/student organizations, PTA/PTO/Booster Clubs, educational

professional organizations for District staff, polling places, and school clubs and activities.

Nonschool youth organizations comprised entirely of students residing within the District will 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 include 4-H clubs, Boy Scouts, Girl Scouts, Indian Guides, and YMCA before- and after-school child care programs.

Senior citizen organizations, composed primarily of District residents, will not be charged for facilities used when a custodian is regularly on duty.

Nonprofit District service organizations such as SAFE and SISD Educational Foundation that hold IRS tax-exempt status will not be charged.

Paying Groups

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

Classification I—Includes nonprofit groups and activities serving youth and community such as:

1. Youth sports groups such as NW45, Spring-Klein leagues, YMCA sports activities, and soccer leagues.
2. Civic and homeowner's associations:
 - a. Rotary Club;
 - b. Chamber of Commerce;
 - c. Lions Club; and
 - d. Political meetings and rallies.

Classification II—Profit-making groups and activities such as:

1. Profit-making groups that serve school or District purposes (examples):
 - a. SAT instruction;
 - b. District student activity camps;
 - c. Football camps;
 - d. Basketball camps;
 - e. Baseball camps;
 - f. Drill team camps, if conducted by outside, private organizations; and

g. Cheerleading camps.

**District-Provided
Services**

Nonpaying Groups

Nonpaying groups will be provided free custodial services with the use of the facility when District custodial staff is scheduled to be on duty. Any additional services as deemed necessary by the administration will be paid for by the using group.

Examples of staff frequently needed:

1. Parking attendants;
2. Police officers;
3. Supervisory staff;
4. Custodial overtime; and
5. Building mechanics.

Nonpaying groups will be required to pay for services of staff under two conditions:

1. When the facility is used on days or during hours when District staff is not scheduled to be on duty.
2. When District staff must provide services to nonpaying groups that they would otherwise not be required to provide. Examples of requested services:
 - a. Custodians;
 - b. Building mechanics;
 - c. Electricians;
 - d. HVAC technicians;
 - e. Police officers; and
 - f. Child nutrition workers.

Paying Groups

Paying groups using District facilities will be required to pay for the use of staff.

Examples of requested services:

1. Custodians;
2. Building mechanics;
3. Electricians;
4. HVAC technicians;
5. Police officers; and

6. Child nutrition workers.

**Filing Requests for
Use of Facility**

Nonpaying groups must file requests with the principal of the school for the use of their respective facility.

Paying groups must file applications for use of District facilities with the director of operations, who will coordinate the request for the rental of the facility with the principal of the facility.

General Provisions

Groups using or renting District facilities will adhere to the following guidelines:

1. All groups and organizations will comply with the rules and policies as established by the District for the facility being rented or used. Permission to rent or use school facilities may be revoked by the District at any time for violation of the rules and/or policies established by the District.
2. Any agreement to rent or use District facilities may be canceled by the District in favor of school activities.
3. Certain areas, such as laboratories, shops, classrooms, open teaching areas, libraries, and other facilities that cannot be isolated from the remainder of the building, are not available for public rental or use except through school-sponsored programs. High school competitive athletic facilities, such as varsity football fields and all competitive gyms, are reserved for use by District teams and are available for rental by the general public through the District's rental agreement as coordinated with the athletic director.
4. Groups renting or using school facilities will be held responsible for any damage to school property during the time they use the facility. A refundable deposit of \$500 must be paid prior to use of the facility; this deposit is subject to deduction for damages and/or other charges incurred but not paid. PTOs, PTAs, school/student organizations, and Booster clubs directly connected to the school are exempt from the requirement to pay the refundable deposit; however, they will be held responsible for any damage to school property that occurred during the time they used the property.
5. Along with the refundable damage deposit, the minimum three-hour charge will be paid prior to use of the facility. This amount will be deducted from the final bill. PTOs, PTAs, school/student organizations and Booster clubs directly connected to the school are exempt from the requirement to pay the three-hour charge; however, they will be held responsible for that amount if they do not cancel within the required period.

6. The groups renting or using the facility will leave the facility totally clean and in the same state of repair prior to their using it. All damage to the property will be reviewed by the Operations department and that department will be the judge of the extent of the damage. The cost of restoring property to its original condition will, if necessary, be deducted from the refundable deposit. Should the actual cost exceed the refundable deposit, a levy to recover the difference will be charged to the renting or using group or organization. Failure to pay for damages incurred will result in future denial of rental or use to the group or organization and possible legal action.
7. Any group renting or using a building for an occasion that the general public is eligible to attend will be held responsible for the treatment of the property by the general public during that time. The group will, at the discretion of the director of operations, be required to employ District police 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 damages.
8. After the original agreement, groups or organizations desiring to continue to use the facility will be required to submit a new application annually by August 1 prior to the beginning of the next school year. Changes made after the original agreement is signed that effect the amount to be charged and/or conditions of the rental agreement will necessitate the signing of a new agreement to supersede the original agreement.
9. Any group or organization wishing to use a school kitchen will be required to have District child nutrition staff on duty to supervise the use of equipment during the entire time the facilities are rented or used. A charge of one and one-half times the current hourly rate of the child nutrition staff member used will be levied.
10. The District will 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 director of operations 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 director of operations will assign the number of staff necessary to maintain the facility and the assigned rate will prevail.

11. Staff members assigned to maintain the facility will be paid their regular hourly rate or one and one-half times their regular hourly rate if the supplemental assignment causes them to work in excess of 40 hours during that week.
12. Keys to District property will not be issued to persons other than District staff members.
13. Any group renting or using school facilities will designate one member of the group to be responsible for the program or activity. This person will, in turn, be responsible to the building principal and/or the director of operations.
14. Checks will be made payable to the District and payment of the facility usage charges will be made prior to rental or use of the facility. Last-minute changes, such as reserving a building for a longer period than originally scheduled, as well as personnel changes, will be billed following the event and are to be paid before the deposit is returned. Charges not paid within three weeks after notification from the department of operations will be deducted from the deposit.
15. Liability insurance will be carried by all groups or organizations renting or using District facilities and any other group the District deems necessary to be covered by insurance in accordance with the following rules:
 - a. School-sponsored groups are exempt. "School-sponsored" refers to school-related events conducted, chaperoned, supervised, or advised by a professional staff member of the District. Such events may be curricular, cocurricular, or extracurricular activities or District business meetings. Groups fitting this definition of "school-sponsored" are not required to have liability insurance.
 - b. Those groups renting or using the facility that are required to provide evidence of liability insurance coverage will meet the following requirements:
 - (1) A copy of the certificate of insurance, which verifies the coverage limits of not less than \$1,000,000 per occurrence and in the aggregates, will be issued to the District prior to the rental or use of the facility. The District will be the co-insured party in such contract.
 - (2) All policies will contain an endorsement stating that the insurance company will not terminate the policy or change any coverage herein prior to the policy

expiration date without prior written notification to the District at least 30 days prior to such termination.

- (3) The District will incur no liability associated with the rental or use of school facilities by qualified groups or organizations.
16. State law prohibits the use of alcohol on school property. All laws (federal, state, and local) and District policies are in effect 24 hours per day, including the times a facility is rented. Contraband will 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, will 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.
17. 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 District function is being held. The policy includes all buildings, vehicles, and property (outdoor or indoor), and all staff, students, parents, visitors, and patrons. It is the renter's or lessee's obligation to enforce this policy.
18. Instructional programs, universities, colleges, or other institutions of higher education providing classes attended by District students, staff, and residents may request the use of District facilities. The Superintendent or designee will negotiate contracts.
19. The District does not rent out facilities during the summer months. This is the prime time for thoroughly cleaning the facilities, doing P.M. of the HVAC, and refinishing gym floors and VCT floors and repairs.
20. The District does not normally rent facilities during the winter break, spring break, or national holidays, including the previous weekend before the holiday, unless a commitment can be made to have custodial services available.
21. Newly opened schools will not be rented for one year from the date the school is opened. This is due to warranty issues.
22. Any group or organization requesting the use of school facilities must apply for use in sufficient time, 30 days, so arrangements may be made.

23. A ten percent cancellation fee will be assessed for failing to show for a rental or for rental events canceled with fewer than five business days' notice. If a group or organization fails to show or cancels an event and fails to notify the appropriate District administrator so employees scheduled to work may be canceled, the District will keep the minimum three-hour charge already paid ahead.
24. Rental events that necessitate an additional trash pickup (i.e., carnivals, Little League football games, after-prom events, spaghetti dinners, dances, and the like) will result in the group or organization being charged a fee, payable in advance, for each additional trash pickup. The director of Operations will determine the need, if any, based on the type of function to be held.

¹ http://www.springisd.org/cms/lib010/TX01918331/Centricity/Domain/90/GKD_EXHIBIT_Updated_22717.pdf