

COMMUNITY RELATIONS
NONSCHOOL USE OF SCHOOL FACILITIES

GKD
(LOCAL)

The District shall allow available space to be rented by organizations, groups or individuals; however, priority shall be given to local campus programs and activities. Requests by others to use District property not specifically covered by this policy must have the approval of the Board.

DEFINITIONS

The following definitions shall apply:

1. For rental purposes, "property" shall be defined as, gymnasiums and auditoriums, high school theaters, Birdville Stadium, Thomas Coliseum, and Fine Arts/Athletics Complex. Schools shall be defined as all elementary, middle, and high school campuses.
2. A "renter" shall be defined as any organization, group, or individual utilizing school property, as well as all those in attendance.
3. An "affiliate" shall be defined as any organization, group, or individual utilizing school property, as well as all those in attendance that are associated with the District or city government located within the District's boundaries that utilize property. Interlocal agreements shall govern the use of District property by city governments.
4. A "rental" shall be defined as use of the property by a renter or affiliate.
5. A "rental fee" shall be assessed all renters. Renter fees shall be approved by the Board and updated yearly. Renter fees shall be collected prior to the rental.
6. An "affiliate fee" shall be assessed all affiliates. Affiliate fees shall be the direct cost of labor, building depreciation, and utilities resulting from a rental. Affiliate fees shall be collected after the rental.

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 [see GE].
3. Meetings and other activities of groups made up primarily of school-aged children.

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4. Meetings of employee organizations [see DGA].
5. Meetings and activities of other groups on a first-come, first-served basis.

RENTAL REQUESTS All requests for rental shall be submitted in writing on the District's rental request form. Applicants shall satisfy the District that they will ensure orderly conduct and appropriate behavior by all occupants during the rental period. Any rental request requiring less than 20 working days to process shall be subject to an administrative charge of 25 percent of the total rental fee. Requests shall not be accepted from persons under the age of 21.

FEES Fees shall be based on current costs for labor, utilities, and any other direct costs incurred for rental activity, including set-up and cleanup of the property by District personnel. All fees shall be assessed on the number of hours the property is occupied by the renter. The Board shall approve and publish a fee schedule as needed. All fees shall be paid in good funds to the District 20 working days in advance of the approved rental.

Rentals conducted at the Fine Arts/Athletics Complex, Birdville Stadium, and Thomas Coliseum shall be assessed fees equal to 40 percent of the total gate receipts or the current rental rate, whichever is greater. The District reserves the right to provide concessions and assess parking fees for rentals at these facilities and may elect to waive fees in lieu of concession and parking revenue.

ADJUSTMENT OF FEES The Board or Superintendent, or designee, shall have authority to grant a waiver of or adjust fees, deposits, liability insurance, or available areas at their discretion for any group or event.

EMERGENCIES OR DISASTERS The Superintendent may authorize the use of school facilities in case of emergencies or disasters.

DEPOSITS A refundable deposit shall be assessed all renters and must accompany signed rental requests.

AUTHORIZATION All rental requests must be approved by the campus principal/facility administrator and central administrator in charge of property rental.

RENTAL AGREEMENTS A written agreement shall be signed by an authorized individual who is 21 years of age or older and is representing the renter. Property shall be unavailable until a rental agreement has been signed by both parties.

LONG-TERM USE AGREEMENTS Any organization, group, or individual renting for more than two consecutive months requires the approval of the Superintendent or designee. The maximum length of any long-term rental agreement

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shall be limited to one year, subject to renewal by the Superintendent. All rentals require annual application and renewal.

DISTRICT PROVISIONS The District shall assign such personnel as it deems necessary to provide and/or assist with access, set-up, and janitorial duties associated with their facility use. The cost for such employees shall be included in the fee, and the employees shall be paid by the District.

RENTER / AFFILIATE OBLIGATIONS Renters/affiliates and those in attendance shall be responsible for the general care and welfare of District property. Upon request, the renter/affiliate shall provide supervisory and/or security personnel when such measures are deemed necessary by the District. Renters/affiliates shall agree to underwrite the repairs of any damage they cause to District property. Renters/affiliates shall not sub-let to other individuals or organizations. Renters/affiliates shall not be allowed to pay District employees directly.

CANCELLATIONS All renters shall be required to notify the rental office of cancellations a minimum of 20 working days prior to an approved rental date to ensure the return of a refundable deposit. Affiliates may be charged a cancellation fee.

AVAILABLE EQUIPMENT Rental/affiliate fees include the use of tables and chairs located on the premises. Other District equipment shall be rented on a per-request basis and additional fees shall be assessed. High school theaters, Birdville Stadium, W.G. Thomas Coliseum, and the Fine Arts/Athletics Complex sound and lighting systems and concession stand equipment shall only be operated by District personnel. The cost for such employees shall be included in the fee and the employee shall be paid directly by the District.

TIMES UNAVAILABLE Schools shall not be rented during school hours, school activities, holidays, or on Sunday after 6:00 p.m. local time. Thomas Coliseum and Shannon Education Center shall not be rented on Sunday.

LIABILITY INSURANCE Renters shall be required to provide and maintain proof of general liability insurance prior to the time of the rental. Property shall not be rented until the renter has provided the District proof of liability insurance with an insurance carrier and in an amount acceptable to the District.

Any public liability insurance shall cover both the District and the renter against any and all claims, damages, liabilities, and expenses in connection with personal injuries or damages to any District property arising from or out of the use of the property.

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RELEASE OF LIABILITY	Organizations or individuals using school facilities shall release the District from liability for personal injury and/or damages to personal property.
REQUIRED CONDUCT	Organizations using school facilities shall: <ol style="list-style-type: none">1. Conduct their business in an orderly manner.2. 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.3. Make no alteration, temporary or permanent, to school property without prior written consent from the Superintendent.
PROHIBITED USE	District facilities shall not be used for the following purposes: <ol style="list-style-type: none">1. Entertainment that may be deemed detrimental or destructive to District property.2. Any activities deemed by the Board or Superintendent to be incompatible with the educational mission or image of the District.3. Any activity that is contrary to District policy or to local, state, or federal law or the constitutions of the state of Texas or the United States.
DISCLAIMER	The expressed views or activities of all renters, whether religious, political, or social, shall not be construed as those of the District or the Board.