

Bowie I.S.D. Facility Use Guidelines

It is the policy of Bowie ISD to permit non-school use of designated District facilities by nonschool organizations for educational, recreational, civic, or social activities/events when these activities do not conflict with school use or Board Policy (GKD).

Approval shall not be granted for any purpose that would damage school property or to any group that has damaged District property.

Facilities designated for use by non-school organizations included:

1. Elementary School Cafeteria, and Gym.
2. Intermediate School Cafeteria, Fields, Gym, Tennis Courts, and Track.
3. Jr. High School Auditorium, Cafeteria, and Gyms.
4. High School Cafeteria

Other facilities may be considered for use. However, the Bowie High School Football Stadium, Basketball Gyms, Baseball & Softball Fields, Tennis Courts, Track, and Weight Rooms are generally only available for Bowie ISD school activities and other U.I.L. sanctioned activities/events. Any use will be considered on a case-by-case request.

The Bowie Independent School District is a tax-supported organization established to serve the students & youth residing within the boundaries of the District. Bowie ISD may therefore differentiate among various categories of local organizations / groups (such as youth groups, non-profit organizations, for-profit organizations, and civic groups) in establishing the fees charged. Any organization that wishes to use Bowie ISD facilities must follow all policies, rules, regulations, and guidelines established by Bowie ISD.

CATEGORIES OF ORGANIZATIONS

District Sanctioned School Groups

District sanctioned school groups shall include approved student groups, clubs, or parent organizations affiliated with the school district.

Youth Groups

Youth groups shall include local groups or organizations intended to serve young people of school age residing within the school district for purposes other than earning a profit.

Non-Profit Organizations

Non-Profit organizations shall include any local civic, service, religious, or charitable agency, association, organization, corporation, or partnership which is not engaged in business or enterprise to produce income or a financial gain and which has obtained 501 (c) (3) status from the IRS (Internal Revenue Service).

This definition is not intended to preclude a non-profit organization from engaging in fund-raising activities/events or charging fees for service simply to defray the organizations costs or for charitable purposes.

For-Profit Organizations

For-profit organizations shall include any local group, 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.

GENERAL REQUIREMENTS

Required Forms

A responsible representative of a group or organization desiring to use a school facility shall submit a completed Bowie ISD "Facility Use Agreement" at least fourteen (14) days, and no more than sixty (60) days, prior to the desired date.

The items listed below are required for approval for scheduling non-school activities/events in Bowie ISD facilities.

- A completed Bowie ISD "Facility Use Agreement"
- All 501 (c) (3) Non-Profit Entities shall provide a copy of their "Letter of Determination" for the IRS.

Conditions of Use

1. BISD facilities are provided and accepted in their present condition, AS IS AND WITHOUT WARRANTY EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF HABITABILITY OR FITNESS OR A PARTICULAR PURPOSE.
2. Lessee shall not use the premises for any other purpose other than stated in the "Facility Use Agreement" and enforce all laws, ordinances, orders, rules, regulations, and BISD Board policies applicable to the use and occupancy of the premises including, but not limited to, BISD policies that prohibit the possession and use of weapons, alcohol, and tobacco on BISD property.
3. Lessee's use of BISD property is limited to the designated public areas of the facility or facilities specified in the "Facility Use Agreement". Other portions of the BISD property shall not be entered by Lessee or Lessee's agents or invitees for any reason.
4. Building keys and access codes will be provided to Lessee and/or BISD personnel that will open & close the facility. This decision will be determined by the building principal.

5. Lessee shall leave the premises clean and free of debris and return the facility to BISD in the same condition in which it was received, or forfeit further use of the facility. Lessee assumes all the responsibility for damage to BISD property during the time of Lessee's use of the facility and shall reimburse BISD for any such expense required to repair the facility following Lessee's use. Lessee shall make such reimbursement within 30 days following the date of use.
6. Lessee assumes all liability for use of the facility including responsibility for any injury or liability resulting from the use of the facility.
7. **LESSEE SHALL INDEMNIFY AND HOLD BOWIE ISD AND ITS EMPLOYEES AND AGENTS HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES, OR CAUSES OF ACTION ASSERTED BY ANY PERSON FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE THAT ARISE IN WHOLE OR IN PART FROM LESSEE'S ACTIVITIES CONDUCTED ON OR ABOUT THE PREMISES.**
8. The Facility Use Agreement shall be interpreted under the laws of the State of Texas. Venue of any legal action shall be Montague County, Texas.
9. The Facility Use Agreement is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or the expressly mention exhibits and riders not incorporated in writing in this lease.
10. The Facility Use Agreement may be amended only by an instrument in writing and signed by both parties.
11. Fees for all facilities will be charged at a rate for non-school users as established by the superintendent. Fee schedules are subject to revision at any time. Additional fees may be charged for custodial, kitchen, or maintenance supervision. A deposit of \$250 shall be required in order to reserve the use of BISD facilities.

Fees

All non-school organizations will be required to pay fees for the use of any Bowie ISD facility. Approved non-profit groups will pay a usage fee to cover normal wear and tear, utility costs, and fees for custodial and supervisory services. Groups that are not approved for a fee waiver will pay the full rental fee, in addition to other supervisory, custodial, and personnel fees according to the facility rented.

Some groups and organizations may be eligible for facility use with no rental fee. These groups will still be required to pay a usage fee to cover normal wear and tear, utility costs, and any supervisory or custodial fees, as appropriate. The decision to waive the rental fee is made on a case-by-case basis when a "Facility Use Agreement" is submitted.

Receiving a waiver from rental fees for one usage does not guarantee that the rental fee will always be waived for that group or organization.

FACILITY USE FEE SCHEDULE

This fee schedule is not applicable for sanctioned U.I.L. activities/events. Fees for those types of activities/events are included in a separate document.

FACILITY	MINIMUM HOURS	SCHOOL GROUP Per Hour	YOUTH GROUP Per Hour	NON- PROFIT Per Hour	FOR- PROFIT Per Hour
Any School Cafeteria	3	\$0	\$25	\$25	\$50
Any School Kitchen	3	\$0	\$30	\$30	\$60
Elementary Gym	2	\$0	\$30	\$30	\$60
Intermediate Gym	2	\$0	\$40	\$40	\$80
Jr. High "New Gym"	2	\$0	\$40	\$40	\$80
Jr. High "Old Gym"	2	\$0	\$40	\$40	\$80
Jr. High Auditorium	3	\$0	\$50	\$50	\$100

ADDITIONAL FEES

A \$250 deposit is required to reserve the use of any BISD facility

* Custodial Fee	\$20 per Hour
* Cafeteria Supervisory Fee	\$20 per Hour
* Maintenance Supervisory Fee	\$25 per Hour
* Sound/Lighting Supervisory Fee	\$20 per Hour
* If required by Bowie ISD	

Separate guidelines have been established for the use of Bowie ISD facilities by other school districts for U.I.L. sanctioned activities/events. Those guidelines and fees are included in a separate document.

BOWIE INDEPENDENT SCHOOL DISTRICT

FACILITY USE AGREEMENT

LESSOR: Bowie Independent School District
P.O. Box 1168
Bowie, Texas 76230-1168

DATE: _____

LESSEE: Name: _____

APPROVED COPY SENT TO:

Address: _____ Director of Support Services

_____ Director of Maintenance

Telephone: _____ Building Principal

Email Address _____

NAME OF ACTIVITY: _____ **EST. ATTENDANCE:** _____

*Please provide a detailed description of the activity/event on last page.

DATE OF EVENT: _____ **BEGIN TIME:** _____ **END TIME:** _____

BISD FACILITY TO BE USED: _____

PLEASE CHECK IF YOU NEED THE FOLLOWING:

- | | | | |
|------------------------------------|---|---|---|
| <input type="checkbox"/> CAFETERIA | <input type="checkbox"/> KITCHEN | <input type="checkbox"/> AUDITORIUM | <input type="checkbox"/> CLASSROOMS |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> GYM | <input type="checkbox"/> FOOTBALL FIELD | <input type="checkbox"/> BASEBALL FIELD | <input type="checkbox"/> SOFTBALL FIELD |

CHAIRS _____ TABLES _____

OTHER _____

APPROVAL SIGNATURE OF BUILDING PRINCIPAL(S): _____

APPROVAL SIGNATURE OF ATHLETIC DIRECTOR: _____

Bowie Independent School District agrees to allow the Lessee the right to use the above named facility during the specified time and for the permitted purpose on the following conditions:

1. BISD facilities are provided and accepted in their present condition, AS IS AND WITHOUT WARRANTY EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF HABITABILITY OR FITNESS OR A PARTICULAR PURPOSE.
2. Lessee shall not use the premises for any other purpose other than stated above and enforce all laws, ordinances, orders, rules, regulations, and BISD board policies applicable to the use and occupancy of the premises including, but not limited to, BISD policies that prohibit the possession and use of weapons, alcohol, and tobacco on BISD property.
3. Lessee's use of BISD property is limited to the designated public areas of the facility or facilities specified above. Other portions of BISD property shall not be entered by Lessee or Lessee's agents or invitees for any reason.
4. Building keys and access codes will be provided to Lessee and / or BISD personnel that will open and close the facility. This decision will be determined by the building principal.
5. Lessee shall leave the premises clean and free of debris and return the facility to BISD in the same condition in which it was received, or forfeit further use of the facility. Lessee assumes all the responsibility for damage to BISD property during the time of Lessee's use of the facility and shall reimburse BISD for any such expense required to repair the facility following Lessee's use. Lessee shall make such reimbursement within 30 days following the date of use.
6. Lessee assumes all liability for use of the facility including responsibility for any injury or liability resulting from the use of the facility.
7. **LESSEE SHALL INDEMNIFY AND HOLD BOWIE ISD AND ITS EMPLOYEES AND AGENTS HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES, OR CAUSES OF ACTION ASSERTED BY ANY PERSON FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE THAT ARISE IN WHOLE OR IN PART FROM LESSEE'S ACTIVITIES CONDUCTED ON OR ABOUT THE PREMISES.**
8. This agreement shall be interpreted under the laws of the State of Texas. Venue of any legal action shall be Montague County, Texas.
9. This writing is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to the expressly mention exhibits and riders not incorporated in writing in this lease.
10. This agreement may be amended only by an instrument in writing and signed by both parties.
11. Fees for all facilities will be charged at a rate established by the superintendent. Additional fees may be charged for custodial, kitchen, or maintenance supervision at the rate of time-and-a-half per hour for each employee. A deposit of \$250 shall be required to reserve the use of the facility.

Custodial Hourly Rate = \$20.00 X Hours _____ = CUSTODIAL FEE: _____

(If event is on a weekend, custodial supervisory fee is required to ensure facility is clean for Monday classes)

- NO CUSTODIANS NEEDED – *GROUP WILL CLEAN UP AFTER THEMSELVES* (Custodial Carts Will Be Left Out)
- CUSTODIANS NEEDED – *BILLED TO GROUP*
- CUSTODIANS NEEDED – *NO CHARGE TO GROUP PER SUPERINTENDENT* (In-House Events)

FS Worker Hourly Rate = **\$20.00** X Hours _____ = KITCHEN FEE: _____

(If event requires use of the kitchen, a cafeteria supervisory fee is required to provide safety supervision of equipment)

- CAFETERIA SUPERVISOR NEEDED – *NO CHARGE TO GROUP PER SUPERINTENDENT* (In-House Events)
- CAFETERIA SUPERVISOR NEEDED – *BILLED TO GROUP*

Maint. Worker Hourly Rate = **\$25.00** X Hours _____ = MAINT. FEE: _____

Sound/Lighting Hourly Rate = **\$20.00** X Hours _____ = S & L FEE: _____

TOTAL FACILITY FEE: _____

TOTAL DEPOSIT FEE: _____

SIGNED the _____ day of _____, 20____.

TOTAL FEE:

LESSOR: Bowie Independent School District

LESSEE: Name of Person(s)

By: _____
Superintendent Signature Lessee Signature

By: _____

Printed Name: _____

Printed Name: _____

Please provide a detailed description of the activity/event that includes the name of the organization that is requesting the use of the facilities, and the purpose of the requested activity/event. Please include information pertaining to the use of the kitchen area, number of tables needed, cafeteria personnel or equipment needed, custodial services or equipment needed, or any other special requests for the activity/event.



