

# FACILITY USE REQUEST

## CONTACT INFORMATION

Organization: \_\_\_\_\_

Date of Request: \_\_\_\_\_

Contact Representative: \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Business Phone: \_\_\_\_\_

Event Description: \_\_\_\_\_

Date(s): \_\_\_\_\_

# of Participants: \_\_\_\_\_

Facility: \_\_\_\_\_

Time: Beginning Time \_\_\_\_\_ Ending Time \_\_\_\_\_

### SPECIAL ARRANGEMENTS

Special Preparation/Equipment Required?    Yes    No

If YES, special arrangements:

Security Required?    Yes    No

### RENTAL AGREEMENT

THE UNDERSIGNED REPRESENTATIVE AND THE ORGANIZATION WHICH HE/SHE REPRESENTS, HEREBY AGREE AND UNDERTAKE TO SAVE AND HOLD BLAMELESS THE LINDALE INDEPENDENT SCHOOL DISTRICT FROM ANY AND ALL CLAIMS FOR DAMAGES, PERSONAL AND OTHERWISE, THAT MAY ARISE OUT OF THE USE OF THE PROPERTY WHETHER BY A MEMBER OF HIS/HER ORGANIZATION OR BY OTHER PERSONS USING OR ENJOYING SAID PROPERTY, AND WITHOUT REGARD TO WHETHER THE DAMAGE, PERSONAL OR OTHERWISE, IS BROUGHT ABOUT OR CAUSED BY NEGLIGENCE, WHETHER ON THE PART OF THE REPRESENTATIVE, ORGANIZATION, THE LINDALE INDEPENDENT SCHOOL DISTRICT OR ALL THREE.

SCHOOL PROPERTY WILL NOT BE REMOVED FROM THE PREMISES.

THE FACILITIES SHALL NOT BE USED WHERE THE PURPOSE IS IN CONFLICT WITH THE AIMS AND OBJECTIVES OF THE PUBLIC SCHOOL SYSTEM; NOR SHALL THE PROPERTY BE USED FOR UNAMERICAN, SACRILEGIOUS OR CONTROVERSIAL PURPOSES, ALL NATIONAL AND STATE LAWS, LOCAL ORDINANCES AND RULES OF THE POLICE AND FIRE DEPARTMENTS AND THE SCHOOL DISTRICT SHALL BE OBEYED.

THE REPRESENTATIVE AND ORGANIZATION WILL BE RESPONSIBLE FOR AND AGREES TO PAY FOR DAMAGES DONE AS A RESULT OF THE EVENT.

THE REPRESENTATIVE WILL ENSURE THAT ALL FURNISHINGS ARE ARRANGED IN THE WAY IT WAS FOUND BEFORE THE EVENT. ALL LEAFLETS, BROCHURES, AND MATERIALS MUST BE REMOVED FROM THE PREMISES UPON COMPLETION OF THE EVENT.

THE USE OF ALCOHOLIC BEVERAGES OR TOBACCO PRODUCTS IS PROHIBITED ON ALL LINDALE SCHOOL DISTRICT PROPERTY.

THE REPRESENTATIVE AND ORGANIZATION (LESSEE) HEREBY INDEMNIFIES AND HOLDS LINDALE INDEPENDENT SCHOOL DISTRICT (LESSOR) AND ITS AGENTS AND EMPLOYEES HARMLESS FROM ALL CLAIMS AND ANY COSTS, INCLUDING ATTORNEY'S FEES RELATED THERETO, MADE BY ANY PERSON ARISING OUT OF LESSEE'S USE AND OPERATION OF THE DISTRICT'S FACILITIES. LESSEE SHALL CARRY COMPREHENSIVE PUBLIC LIABILITY INSURANCE WITH A POLICY LIMIT OF AT LEAST THE MINIMUM CALLED FOR IN THE BUILDING RENTAL PROCEDURES. SUCH INSURANCE SHALL BE CARRIED WITH A FINANCIALLY SOUND CARRIER AND SHALL NAME THE LINDALE INDEPENDENT SCHOOL DISTRICT AS AN ADDITIONAL INSURED. THE LINDALE INDEPENDENT SCHOOL DISTRICT SHALL BE FURNISHED WITH A CERTIFICATE OF INSURANCE REQUIRING AT LEAST TEN (10) DAYS PRIOR WRITTEN NOTICE TO THE DISTRICT OF THE CANCELLATION OF SUCH INSURANCE.

APPLICANTS HEREBY AGREE TO ALL CONDITIONS MENTIONED IN THIS AGREEMENT AND THE ATTACHED REGULATIONS.

\_\_\_\_\_  
 AUTHORIZED REPRESENTATIVE:  
 APPLICANT ORGANIZATION

\_\_\_\_\_  
 AUTHORIZED REPRESENTATIVE:  
 LINDALE INDEPENDENT SCHOOL DISTRICT

### FEE INFORMATION

Deposit \_\_\_\_\_  
 Facility rental fee \_\_\_\_\_  
 Custodial fee \_\_\_\_\_  
 Food service fee \_\_\_\_\_  
 Employee fee \_\_\_\_\_  
 Security fee \_\_\_\_\_  
 Total Time used \_\_\_\_\_  
 Lighting and Audio \_\_\_\_\_

Date paid \_\_\_\_\_  
 Approved by Campus Principal \_\_\_\_\_  
 Approved by Central Office \_\_\_\_\_  
 Maintenance Notified \_\_\_\_\_

TOTAL \_\_\_\_\_

LINDALE INDEPENDENT SCHOOL DISTRICT  
FACILITY USE AGREEMENT

Date: \_\_\_\_\_

Lessor: Lindale Independent School District  
P.O. Box 370  
Lindale, Texas 75771

Lessee: Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

LISD Facility to be used: \_\_\_\_\_

Permitted Use:

Time of Use: Date: \_\_\_\_\_ Begin Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Fee for Use: \_\_\_\_\_

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

1. LISD 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 FOR 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 LISD board policies applicable to the use and occupancy of the premises including, but not limited to, LISD policies that prohibit the possession and use of weapons, alcohol, and tobacco on LISD property.
3. Lessee's use of LISD property is limited to the designated public areas of the facility or facilities specified above. Other portions of LISD property shall not be entered by Lessee or Lessee's agents or invitees for any reason.
4. Building keys and access codes will not be provided to Lessee. LISD personnel will open and close the facility and shall be present at all times during the time of use.
5. Lessee shall leave the premises clean and free of debris and return the facility to LISD in the same condition in which it was received, or forfeit

deposit. Lessee assumes all responsibility for damage to LISD property during the time of Lessee's use of the facility and shall reimburse LISD 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 LINDALE 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 USE OR POSSESSION OF THE PREMISES OR 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 Smith 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 mentioned 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.

SIGNED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Lessor: \_\_\_\_\_ Lessee: \_\_\_\_\_  
Lindale Independent School District

By: \_\_\_\_\_ By: \_\_\_\_\_

Name Printed: \_\_\_\_\_ Name Printed: \_\_\_\_\_