

## Facility Use Application and Agreement

**A signed application is required at least 21 days and not more than 60 days in advance of usage date for all facility use.**

Dripping Springs ISD facilities may be opened to non-profit, civic, cultural, welfare, recreational, social, education, and fraternal organizations and groups for a reasonable fee in accordance with Dripping Springs ISD Board Policy GKD.

Completion of this application does not constitute authorization to utilize and District facility, nor does it guarantee that the requested facility will be available for use during the requested dates and times. All applicants will receive notice of the approval or denial of their application no later than ten (10) District business days following the date the application is received by the Facility Use Coordinator.

The Lessee understands that charges for all dates and times scheduled will be charged unless a written notice of change or cancellation is received by the Facility Use Coordinator **at least five (5) working days** prior to the event.

The District may revoke permission to use the facility at any time for the following reasons: instructional conflicts, damage to school property, unsafe conditions due to inclement weather, or violates Board policy and/or administrative regulations.

**DSISD is not directly affiliated with nor sponsors of the events or groups who enter into agreement for facility use.**

### **Guidelines**

The application and use of DSISD facilities is governed by the Dripping Springs ISD Facility Use Guidelines. The Facility Use Guidelines may be found on the Dripping Springs SD website at the following URL:

<https://dsisdtx.us/cms/lib/TX02204855/Centricity/Domain/177/2018%20Facility%20Use%20Policy%20Final.pdf>.

In addition to the Facility Use Guidelines, all non-school use of District facilities is governed by Board Policies GKD (LEGAL) and (LOCAL). Copies of Policies GKD (LEGAL) and (LOCAL) may be found online at <https://pol.tasb.org/Policy/Code/619?filter=GKD> or at the Superintendent's office.

### **Facility Use Reminders**

Pursuant to the Facility Use Guidelines, users of DSISD facilities must:

- Pay the applicable Facility Rental Fee and school personnel charge(s) needed in connection with use of the facility, unless waived by DSISD.
- Use the facility only for purposes consistent with the law.
- Obtain permission from the Facility Use Coordinator prior to selling or distributing any product at any DSISD facility, in accordance with Board Policy GKDA (Local).
- Refer to county health guidelines for food handling.
- Restore the facility to its original state after use.
- Accept full responsibility for protecting school property and equipment and assume any and all liability for repairs or replacement necessitated by any damage done to building, equipment, or other school property used by the Lessee.
- Assume full responsibility for the conduct of any and all persons using the facility during the rental.
- Assume all liability and hold harmless and indemnify the District, its Trustees, employees, and agents from any and all liability arising out of the Lessee's use of District facilities.
- Furnish evidence of liability insurance coverage as required in the Facility Use Guidelines.

\*This is not an exhaustive list of all restrictions applying to use of DSISD facilities; users are required to read and comply with all requirements contained in the Facility Use Guidelines and Board Policy.

### **Fees**

When an application is approved, the user must pay a deposit of one half (1/2) of the designated rental fee no later than five (5) District business days following the date the user received notice of the approval of the request. The remainder of the rental fee will be invoiced to the user and must be paid within thirty (30) days following the date of the invoice. A six percent (6%) penalty may be added to the rental cost for payments 30 days past due of the statement date. Failure to pay rental fees and any penalty assessed as provided herein may result in the loss of rental privileges.

Additional fees may be charged for custodial, security, maintenance, or other services when necessary, as outlined in the Facility Use Guidelines.

The current fee schedule for DSISD facility rentals may be found on the Dripping Springs ISD website at:

<https://www.dsisdtx.us/cms/lib/TX02204855/Centricity/Domain/177/Facilities%20Rates%20for%20Websire%202018.pdf>.

\*Local businesses and organizations may request a waiver or reduction of facility usage fees by submitting the Request for Waiver or Reduction of Fees form (Appendix A) with their completed application.

Lessee's responsible person(s) to be present at all times during the event (list – if necessary, attach a separate sheet):

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By signing and submitting this Facility Use Application and Agreement, applicant represents having the legal authority to execute and bind themselves individually and on behalf of the organization and further acknowledges that applicant has read the Dripping Springs ISD Facility Use guidelines and Board Policies GKD (LEGAL) and (LOCAL) and agrees to abide by the policies and procedures contained therein.

User further agrees to **FULLY RELEASE AND INDEMNIFY, DEFEND, AND FOREVER HOLD HARMLESS** District, its past, present and future trustees, officers, employees, agents and representatives against any and from any and all expenses, costs, fees, injuries, damages, claims, judgements, and liabilities of any kind or nature including without limitation, reasonable attorney's fees and court costs, whether made by or on behalf of user or other person or entity, arising or caused or related to this agreement or attribute to the performance of their agreement or the activities referenced herein, in whole or in part, **INCLUDING THOSE ALLEGING THE INTENTIONAL OR THE NEGLIGENT ACT(S) OR OMISSION(S) OF THE DISTRICT, ITS PAST, PERESENT AND FUTURE TRUSTEES, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIIVES**. This indemnification obligation shall continue in full force and effect notwithstanding the expiration or termination of this agreement with respect to any such expenses, costs, fees, damages, claim, judgements, and liabilities which arise out of or are attributable to the performance of this agreement of the activities referenced herein, prior to its expiration or termination.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Applicant / Lessee's Authorized Designee

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

\_\_\_\_\_  
Position/Title

\_\_\_\_\_  
Organization

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Phone: Daytime

\_\_\_\_\_  
Phone: Night/Weekend

\_\_\_\_\_  
Signature of Authorized District Employee

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

Phone: 512.858.3046

Fax: 512.858.3099

**E-mail: [jennifer.minigh@dsisdtx.us](mailto:jennifer.minigh@dsisdtx.us)**

**Email/Fax to Contact Above or Mail/Hand Deliver to:**

**Dripping Springs ISD**

**Facility Use Coordinator**

P.O. Box 479

Dripping Springs, TX 78620

(510 W. Mercer Street - DSISD Administrative Bldg.)

# Dripping Springs

INDEPENDENT SCHOOL DISTRICT

## Applicant/Event Information:

**No commitment for facility use will be for longer than three months.**

**Insurance certificate with DSISD listed as named insured is required for all events and must accompany deposit upon facility rental approval.**

SPONSOR/GROUP ORGANIZATION \_\_\_\_\_

EVENT NAME \_\_\_\_\_

EVENT DAY/DATE(S) \_\_\_\_\_ NUMBER ATTENDING \_\_\_\_\_

EVENT START TIME \_\_\_\_\_ EVENT END TIME \_\_\_\_\_ SET UP TIME \_\_\_\_\_

EVENT OPEN TIME \_\_\_\_\_ EVENT CLOSE TIME \_\_\_\_\_ BREAK DOWN TIME \_\_\_\_\_

Is this a fee based program?  Yes  No

Will admission be charged?  Yes  No If yes, enter admission charge here \_\_\_\_\_

Check one:  NON-PROFIT  PROFIT

*All non-profit organizations must include notarized Non-Profit Charitable Organization Exemption Form along with this application.*

Check if inflatables will be used at this event\*  Yes  No

*\*TDI inspection certificate and insurance policy carried by inflatables owner/operator must be submitted with organization's insurance certificate.*

Check if food will be sold at this event\*  Yes  No Check if food truck will be at event\*  Yes  No

*\*Please refer to Appendix F of Facility Use Agreement for Temporary Food Event Permit and Food Truck Policy guidelines.*

**Please indicate facilities and set up needed. Check all that apply:**

ADMINISTRATION	DSMS	DISTRICT
Board Room <input type="checkbox"/>	A Gym <input type="checkbox"/>	HS Auditorium/Stage-Performance <input type="checkbox"/>
Meeting Rooms <input type="checkbox"/>	B Gym <input type="checkbox"/>	HS Auditorium with Fine Arts Wing <input type="checkbox"/>
Parking Lots/Paved Area - Per Lot <input type="checkbox"/>	Cafeteria – No Kitchen <input type="checkbox"/>	DSMS Stadium Complex <input type="checkbox"/>
<b>DSES WSES RSES</b> (Circle campus) <input type="checkbox"/>	Cafeteria – With Kitchen <input type="checkbox"/>	SSMS Stadium Complex <input type="checkbox"/>
Gym A <input type="checkbox"/>	Practice Field – North <input type="checkbox"/>	
Gym B (DSE only) <input type="checkbox"/>	Practice Field – South <input type="checkbox"/>	<b>Food Truck</b> * <i>Must submit food truck permit</i> <input type="checkbox"/>
Cafeteria – No Kitchen <input type="checkbox"/>	Practice Field – Peabody <input type="checkbox"/>	Food Truck Name(s)_
Cafeteria – With Kitchen <input type="checkbox"/>	Tennis Courts (per court) <input type="checkbox"/>	Food Truck Desired Location_
Activity Building (DSE only) <input type="checkbox"/>	Tennis Courts (per court) with Lights <input type="checkbox"/>	Food Truck Hours of Operation_
Practice Field <input type="checkbox"/>	Parking Lots/Paved Area - Per Lot <input type="checkbox"/>	<small>Permit application link: <a href="https://static1.squarespace.com/static/57c6eb33c534a51a2d4d9409/t/58d585583e00bed50274e19a/1490388312772/Operational+Permit.pdf">https://static1.squarespace.com/static/57c6eb33c534a51a2d4d9409/t/58d585583e00bed50274e19a/1490388312772/Operational+Permit.pdf</a></small>
Parking Lots/Paved Area - Per Lot <input type="checkbox"/>	<b>DSHS</b>	
<b>SSES</b>	Cafeteria – No Kitchen <input type="checkbox"/>	
Gym <input type="checkbox"/>	Cafeteria – With Kitchen <input type="checkbox"/>	<b>**Instructional classrooms are not available for rental.</b>
Cafeteria – No Kitchen <input type="checkbox"/>	Lecture Hall <input type="checkbox"/>	<b>Please attach drawing of special room set up.</b>
Cafeteria – With Kitchen <input type="checkbox"/>	Competition Gym <input type="checkbox"/>	
Parking Lots/Paved Area - Per Lot <input type="checkbox"/>	A Gym <input type="checkbox"/>	<b>EVENT SET UP</b>
<b>SSMS</b>	B Gym <input type="checkbox"/>	Tables/Chairs # _____ <input type="checkbox"/>
Gym A <input type="checkbox"/>	Hospitality Room <input type="checkbox"/>	Audio/Visual <input type="checkbox"/>
Gym B <input type="checkbox"/>	Track Field <input type="checkbox"/>	Lights/Sound <input type="checkbox"/>
Cafeteria – No Kitchen <input type="checkbox"/>	Track Field with Lights <input type="checkbox"/>	Press Box/Sound <input type="checkbox"/>
Cafeteria – With Kitchen <input type="checkbox"/>	Tennis Courts (per court) <input type="checkbox"/>	Security <input type="checkbox"/>
Parking Lots/Paved Area - Per Lot <input type="checkbox"/>	Tennis Courts (per court) with Lights <input type="checkbox"/>	Additional Electrical <input type="checkbox"/>
Tennis Courts (per court) <input type="checkbox"/>	Parking Lots/Paved Area - Per Lot <input type="checkbox"/>	Other _____
	E Wing Meeting/Class Room <input type="checkbox"/>	Other _____