

- UIL Sporting Event       Non-Profit Organization
- School District Event    For-Profit
- Individual/Group         Other \_\_\_\_\_

Agreement **MUST** be  
submitted 30 Days in advance

## AGREEMENT FOR USE OF FACILITIES

*(Please type or print legibly. All sections of the application must be completed.)*

The Eagle Pass Independent School District (hereinafter referred to as “the District”) agrees to let \_\_\_\_\_ (*indicate in the blank space whether an individual, group, organization, for-profit or non-profit corporation*) (hereinafter referred to as “the Applicant”), use the \_\_\_\_\_ (*name of facility*) at \_\_\_\_\_ (*location or campus*) on \_\_\_\_\_ (*date*), between the hours of \_\_\_\_\_ and \_\_\_\_\_.

If Applicant is granted permission by the District to use the above property or facility and, if so, any equipment or services, it is further agreed:

1. That the Applicant will use the facility only for the purposes consistent with law and as follows (please specify the purpose for which premises will be used):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. That the equipment/services requested by Applicant (if any) are as follows (e.g., Sound System, Technology Equipment, etc):

\_\_\_\_\_

\_\_\_\_\_

3. That if a registration fee is required by the Applicant, the fee will be in the amount of \$\_\_\_\_\_.

4. That the anticipated number of participants of Applicant will be \_\_\_\_\_.

*(Section 5 to be completed by the Accounting Department of the District)*

5. That the fee for use of the building or facility will be in the amount of \$\_\_\_\_\_. That the Applicant will also pay a fee of \$\_\_\_\_\_ for school personnel needed in connection with its use of the facility as applicable. That the total estimated fee/charge is \$\_\_\_\_\_.

**The fee must be paid fifteen (15) days in advance.**

6. That refunds or additional payments, if any, will be made within thirty (30) days after use.
7. That the Applicant (and those granted access to the property or facility thereby) will abide by all Board policies, specifically, but not limited to, GKD (LEGAL) and GKD (LOCAL), and rules and regulations of the Board of Trustees regarding the use of District property or facilities and the conduct of persons in or on District property or facilities, whether now or hereafter adopted.
8. That the use of the property or facilities will not, in any way, interfere with the operations of the District or any of the programs or activities of the District. If required for District purposes, it is understood that the right is reserved to withdraw or rescind the grant of the use of the property or facilities on short notice.

9. Academic and extracurricular activities sponsored by the District shall always have priority when any use is scheduled. The Superintendent or designee shall have authority to cancel a scheduled nonschool use if an unexpected conflict arises with a District activity.
10. That, upon completion of this use, the Applicant will be responsible for restoring the facility to the condition observable prior to this use.
11. That the District may, at any time, cancel a scheduled nonschool use, at the District's sole discretion.
12. That the District may revoke its permission to use the facility at any time it is determined that a group's use damages or threatens to damage school property or violates Board policy and/or administrative regulations.
13. That the Applicant will not allow the possession or use of alcohol, firearms, or illegal drugs, or the use of tobacco products, on District property.
14. That no improvements or structures will be constructed upon District property or in its facilities unless approved in writing. No stakes or other objects will be placed in the ground of such areas to be used.
15. That District property, facilities or equipment will be used in a careful and prudent manner so as to prevent loss, defacement or damage to them. Good order and discipline will be maintained. The Applicant accepts full responsibility for protecting school property and equipment and assumes any and all liability for repairs or replacement or for any damage done to buildings, equipment, or other school property used by the Applicant.
16. That no concessions or other items will be sold in or on District property or facilities unless approved in writing.
17. That within one-half (1/2) hour after the ending hour of use, the property or facilities will be vacated and left in as good a condition as when such use began. Unless payment is made for clean-up and clean-up is specifically requested, the property or facilities will be left in a thoroughly clean condition. Performance of clean-up by the District will not diminish any liability for damages.
18. That no vehicles of any kind will be allowed on the playing surface of the football field.
19. That the Applicant also assumes full responsibility for the conduct of any and all persons using the facility during the rental.
20. That the Applicant agrees to assume all liability and hold harmless and indemnify the District, its Board members, employees, and agents from any and all liability arising out of the Applicant's use of District facilities. The Applicant (and the undersigned officer, agent or representative thereof, individually and jointly and severally with the organization or individual) agrees (a) to pay for and assume full liability for any loss or damages to person or property or claims therefor resulting to or arising from the use of District property or facilities by such organization or individual and those granted access to the facility thereby, whether from an occurrence at the property or facility itself during such use, before or after such use, going to and from such use, in or about available parking areas, or otherwise, (b) to reimburse or hold harmless the District, the Board of Trustees, and the members, agents and employees thereof from any such loss, damage or claim, including, but not limited to, its or their attorney's fees, and (c) to pay any attorney's fees and costs paid or incurred by the District to enforce any obligations imposed under this agreement.
21. **Applies only for the use of the Student Activity Center and Fine Arts Center: These Facilities shall only be available for **School District Events, UIL Sporting Events, and Non-Profit Organizations in accordance with School Board Policy GKD (Local)**. The applicant will be required to provide proof of liability insurance acceptable to the School District in an amount of at least \$1 million and naming the Eagle Pass ISD as an additional insured.**

- 22. That the Applicant understands and accepts that the District's insurance provides no coverage for the Applicant or any other user other than the District.
- 23. That the Applicant will exercise due diligence to not send employees or volunteers to work in any District facility if they have a conviction or a history of deferred adjudication for any crime that may pose a potential risk of injury to students or other persons working in or visiting in the facility. It is the Applicant's responsibility to determine the best way to exercise that due diligence.
- 24. That the Applicant who requests the use of the Fine Arts Center (FAC) must also comply with the Fine Arts Center (FAC) General Policies and Rules as outlined in pages 5-8 of this application.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year).

Name of Organization: \_\_\_\_\_

Name of Requestor(s): \_\_\_\_\_ Position: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
Signature of Requestor

\_\_\_\_\_  
Signature of Principal *(please specify if school personnel is required for this event)*

\_\_\_\_\_  
Signature of Athletic Director *(please specify if school personnel is required for this event)*

\_\_\_\_\_  
Signature of Deputy Superintendent for District Operations

\_\_\_\_\_  
Signature of Chief Technology Officer

\_\_\_\_\_  
Signature of Deputy Superintendent for Curriculum & Instruction

\_\_\_\_\_  
Signature of Deputy Superintendent for Business & Finance or Designee

\_\_\_\_\_  
Signature of Superintendent (as appropriate/SAC Facilities)

**FOR ACCOUNTING USE ONLY**

RECEIPT NO.: \_\_\_\_\_ CHECK NO.: \_\_\_\_\_

**NOTE: RETURN A COPY OF THE APPROVED/DISAPPROVED AGREEMENT TO THE CAMPUS PRINCIPAL.**

COPY TO:  APPLICANT  CAMPUS/DEPT.  ATHLETIC DEPT.  POLICE DEPT.  TECHNOLOGY DEPT.

**APPLIES ONLY TO FINE ARTS CENTER**

**(Must complete if requesting use of the Fine Arts Center)**

**Contact Information:**

Name of School/Department \_\_\_\_\_  
Name of Contact Person \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Fax Number \_\_\_\_\_  
Email Address \_\_\_\_\_

**USE OF STUDENT ACTIVITY CENTER (SAC)**

Facility Requested: FINE ARTS CENTER (FAC)  
Date(s) of Event: \_\_\_\_\_  
Time Beginning/Ending: \_\_\_\_\_  
Purpose for Use of Facility:  
(Use Next Page, If More Space Needed) \_\_\_\_\_  
Anticipated Number of Participants: \_\_\_\_\_  
Is this a UIL event? \_\_\_\_\_  
Will an admission fee be collected? \_\_\_\_\_  
If YES, how much? \_\_\_\_\_

**FOR ACCOUNTING DEPARTMENT USE ONLY**

Number of Custodians: \_\_\_\_\_  
Number of Peace Officers: \_\_\_\_\_  
Number of Technicians: \_\_\_\_\_  
Fee for Use of Facilities: \_\_\_\_\_  
Total Estimated Fee: \_\_\_\_\_  
Account Code: \_\_\_\_\_

*An estimated fee for the cost of security and custodial personnel will be assessed based on the information provided. Actual costs will be calculated after the event and will be charged to the campus/department budget.*

## EAGLE PASS INDEPENDENT SCHOOL DISTRICT

### APPLIES ONLY FOR THE USE OF THE FINE ARTS CENTER (FAC)

The Fine Arts Center (FAC) as part of the Eagle Pass Independent School District is both an educational institution and a government agency; the District is bound by many parameters and limitations. The first priority of the EPISD is to the educational mission. The service that will be provided to the organization using the FAC will be professional while continuing the ongoing commitment to the educational process. EPISD reserves the right to ensure content is appropriate and is in line with the school district mission.

### GENERAL POLICIES

**Artistic Freedom.** No attempt shall be made on the part of the EPISD FAC management or the EPISD to impose prior censorship or review of the material to be presented during an event. Any and all patrons, however, will be responsible for compliance with all local, state, and federal laws, in addition to the ordinances, policies, and regulations of EPISD. Further, no performance, exhibitions, or entertainment shall be given or held in the EPISD FAC which is illegal, indecent, obscene, immoral, or for any reason which, in sole opinion of the EPISD Administration, would create a negative image or which would otherwise create public controversy. If a performance, exhibition, or entertainment is deemed as such by the EPISD FAC management, the management reserves the right to stop the event at any time.

**Electronic Devices.** Ringing cellular phones and paging devices interrupt the performance and will not be tolerated. Patrons are reminded that cell phones should be turned off upon entry in the EPISD FAC and pagers should be set to vibrate.

**Operation of Equipment.** Only trained EPISD FAC personnel are allowed to operate the electronic equipment, sound controls, lights, etc. in the auditorium. **STUDENTS WILL NOT BE ALLOWED TO OPERATE THE EQUIPMENT.**

## Eagle Pass Independent School District Fine Arts Center Use Rules

Organizing sponsors who use the EPISD Fine Arts Center (FAC) are responsible for adhering the following rules and communicating them to their performers, staff, students, parents and audience members as appropriate.

1. The FAC will be used for EPISD activities or University Interscholastic League (UIL) events only. Priorities for scheduling the use of the FAC shall be as follows:
  - The regularly scheduled educational program, including instructional activities, such as meetings, practices and performances of school-sponsored groups related to official school business.
  - Meetings and other activities of groups organized for the sole purpose of supporting schools or school-sponsored activities.
  - Meetings and other activities of groups comprised primarily of school-age children.
  - **The District may cancel any FAC usage agreement by giving notice prior to usage.**
2. At least one EPISD FAC Representative, approved by the Superintendent, must be on-site and accessible throughout the event. This individual will be responsible for locking and unlocking doors for the event.
3. Organizing sponsors are responsible for their patrons, students and/or performers.
4. The organization must have a campus administrator who remains on site until all guests and participants have vacated the FAC.
5. Participants and audience members will not be admitted to enter the FAC until the EPISD representative is present.
6. Children shall be supervised at all times
7. The organization's representative is responsible for the following:
  - Indicating when the house is ready for the performance to begin,
  - Supervising ushers, security, and other house personnel during the entire event,
  - Indicating intermissions times, and
  - Communicating with FAC staff and technicians
8. The organization is responsible for enforcing safe occupancy limits.
9. The number of participants may not exceed the authorized capacity.
10. Aisles shall be kept unobstructed at all times.
11. Vehicles shall be parked in designated areas only.
12. Nothing may be attached to the arms of the seating.
13. Gaffers tape should be used to mark the stage. **No tape fasteners of any kind should be used on walls or doors.**
14. Prior approval must be given from FAC Manager or designee before signs, banners or pennants are displayed. In no event, shall signs, banners or pennants deface the property or be in place more than one hour before or after facility use.
15. Any equipment, instruments, scenery, props, costumes, or other related items must be removed by the end of the scheduled occupancy. The using organization is responsible for items left unattended in the FAC.
16. Using organizations must bring their own extension cords, power strips, and office supplies.

17. The use of tobacco, alcoholic beverages, and drugs is strictly prohibited on school property.
18. Animals are not permitted inside the FAC except for accessibility reasons or associated with a performance with prior approval by District designee required.
19. The facility will be empty and lights out by 11 p.m. on school nights and midnight on non-school nights.
20. Events lasting more than 2 hours consecutively must have an intermission to allow technicians and facility staff to have a necessary break.
21. Events lasting more than 4 hours consecutively must allow technicians and facility staff the opportunity to have a meal break.
22. Multi-day events must allow a minimum of 8 hours between the evening end time and the following morning start time.
23. Participation shall not be restricted for reasons of race, religion, sex, creed, national origin or handicapping condition.
24. All activities shall be orderly, lawful and of a nature not to incite others to disorder. Reasonable security arrangements, as determined by the District and appropriate for the type of event, shall be required.
25. Organizations shall comply with all federal, state and local laws, regulations and licensing requirements.
26. The FAC technicians are responsible for operating lighting, sound, and stage. Organization representatives should direct concerns to the FAC manager or designee.
27. The FAC and its staff may not be requested to provide content of any kind including music or text.
28. Content to be presented by the FAC staff (music, videos, etc.) must be provided at least ten days prior to event or first rehearsal with proper labeling and documentation.
29. Time limits shall be strictly observed. Organizations must clear all areas as per the usage agreement or they will forfeit future privileges.
30. Concessions (non-food only) will be overseen by the FAC Manager or designee.
31. Requestor is responsible for providing and setting up tables and/or chairs needed for the requested event.

The building shall be left in a neat and orderly condition. All user groups shall be held responsible for reimbursing the FAC for the cost of damage, loss or excessive cleaning charges incurred as a result of their use of the facility. Organizations which cause recurring damage may lose the privilege of using facility.

- a. Helium balloons are not allowed in the FAC
- b. Food, drink and gum are not allowed in the Auditorium at any time. Ushers will remain posted at the doors of the Auditorium to enforce this rule.
- c. Glitter, confetti or any similar decorations are not allowed in the FAC.
- d. All concession items (non-food only) must be pre-approved by FAC Manager or designee.
- e. All merchandise sales or orders must be pre-approved by FAC Manager or designee.

## CONTRACT/RULES OF USE - EAGLE PASS INDEPENDENT SCHOOL DISTRICT - FINE ARTS CENTER

- It is vital that you read the Fine Arts Center Rules in their entirety. The rules and regulations are in place to maintain the safety of all involved, and the facility itself. By signing this agreement, you take responsibility for students who are under your supervision while they are in the center.
- In order to reserve the Fine Arts Center, you must fill out a Facility Use Request and have it on file with the EPISD director. You will receive a copy of the request back to you letting you know if the reservations is granted or denied.
- Rehearsal time will be granted but must be kept at a minimum in order to work around the FACs schedule, and to keep lighting and instrument use to a minimum. You must use classroom space for the bulk of your rehearsals.
- The EPISD FAC director or a technical director will be on the premises at all times the theatre is occupied. The director is the only one with the keys to the center. You will be contacted by the director to verify the time the center will be open for load in or load out of any equipment, props etc. being used in your production, to getting ready for rehearsals and or performances.
- A full clean-up is expected immediately after your last performance. Please contact the director for help in organizing the clean-up so you and the center can proceed in a timely and safe fashion. The clean-up also includes trash removal in and wiping down of make-up and dressing rooms.
- Visitors are prohibited in the backstage area of the FAC. This includes make-up, dressing, green rooms and back hallways. If a student wants to visit family and friends, please have the student meet with them in the lobby, or out on the main plaza in front of the center. This provision is for safety and legal reasons. The director or technical director in charge of your production will clear the auditorium as soon as possible after the show in order to save equipment and light burn. Please encourage student performers to meet with family and friends in the lobby or on the plaza after the performance.
- The use of the theatre seating area is restricted at all times to audience members only. This means that during rehearsals, set up/clean-up periods and performances, students/performers are required to stay out of the audience seating area. They may use any of the backstage facilities. Do not put students in the audience seating to give instructions or notes.
- Absolutely no food and drink is allowed in the EPISD FAC. Covered bottled water is allowed in the backstage area, but not on stage or in the audience seating hall. There is no sale of refreshments or concessions inside the EPISD FAC.
- You are responsible for your performers/students during their stay at the EPISD FAC. For safety reasons, do not allow them to climb ladders, or handle equipment. There is a great deal of expensive equipment in this facility.
- If the EPISD FAC sustains damage, premeditated or accidental, from your unattended student(s), whether it be graffiti, damage to the equipment or facility, or injury to other persons, all of your reservations to the center will be cancelled and you will not be allowed to use the facility until you have been cleared to do so by the director and the superintendent of the school district. Your signature on the form, along with a signed and approved Facility Use Form will constitute a use contract with the EPISD.
- The using organization representative will be notified of infractions and given the opportunity to correct issues. However, FAC staff is fully within their rights to refuse to continue the event until the infraction is corrected. If resolution is not reached in a timely manner, the FAC staff is authorized to end the event. It is the responsibility of the using organization representative to interact with their guests and resolve issues of reimbursement or restitution.