

# **New Caney Independent School District FACILITY RENTAL PACKET**

## **FACILITY RENTAL ARRANGEMENTS CHECKLIST**

- ❑ Obtain a FACILITY RENTAL AGREEMENT from Maintenance, Campus Office or the New Caney ISD website.
- ❑ Read carefully, and return completed Rental Agreement to:

New Caney Independent School District  
Facilities Rental Coordinator  
22784 U.S. Hwy 59  
Porter, Texas 77365  
281-577-8640 ph  
281-354-8811 fax  
[frc@newcaneyisd.org](mailto:frc@newcaneyisd.org)

- ❑ Submit specific details, such as: dates, times, special equipment/security needs when you submit the Packet to the Facilities Rental Coordinator.
- ❑ Groups must show evidence of liability insurance in the amount of \$1,000,000 per occurrence / \$2,000,000 aggregate with New Caney ISD listed as additional insured and waiver of subrogation.
- ❑ Once the Packet has been reviewed and approved, a copy will be returned along with an invoice for applicable fees.
- ❑ Your payment is due to the Facilities Rental Coordinator at least 10 days before the scheduled event.
- ❑ Reservations will be made on a “first-come, first serve” basis, refer to page 3.
- ❑ New Caney Independent School District reserves the right to reject any requests not in the best interest of the district.
- ❑ If you have any questions concerning these procedures or guidelines, please call Facilities Rental Coordinator at 281-577-8640.

Topic: Facility Rental Procedures  
Updated/Entry: August 27, 2007  
Reference or Contact: Facilities Rental Coordinator

The following is information and procedures pertaining to renting district facilities.

## **1. PHILOSOPHY**

Public school buildings are provided primarily for the regular educational program of the New Caney ISD and they must be maintained at all times in a satisfactory manner for this essential purpose. The Board of Trustees has attempted to provide maximum use of public school facilities within the framework that will assure the taxpaying public that school facility use is in no way detrimental to the regular educational program. The use of public school facilities outside of school hours will be granted for non-profit educational, cultural, recreational and civic activities as freely as is consistent with the statutes, the primary purpose of the schools, and the rules and regulations of the Board of Trustees. New Caney ISD reserves the right to reject any requests not in the best interest of the district.

## **2. PURPOSE**

The purpose of this packet is to provide opportunities for citizens to participate in educational and recreational activities through the establishment of a building and facilities rental fee schedule and procedures.

## **3. CONDITIONS**

The following guidelines shall apply to all non-school groups desiring to use District facilities in accordance with policy GKD [Local], policy GKD [LEGAL] and applicable administrative regulations.

- a. The program of activities must be suited to the available facilities; they must be of an educational, cultural, recreational or civic nature.
- b. The agency or group requesting the use of the facility shall pay cost of operating expenses, custodial services and security. The group or agency shall assume full responsibility for any damage to District property beyond that resulting from reasonable usage.
- c. The District reserves the right to have a district employee on duty at any time a school facility is in use by a non-school group at the lessee's expense.
- d. Except as otherwise provided in this policy, at least the majority of the membership of any group using district facilities must be district residents.
- e. Must be 21 years of age to be permitted to assume responsibility for engaging the use of school facilities.
- f. Only authorized employees of the district shall be permitted to have keys to district facilities.
- g. All users shall restore the facilities and parking areas to the condition in which the group found them in prior to use. Designated administrators may use checklists or other means to document the original condition.
- h. The user shall pay for any damages and cleaning to the property.

- i. All users shall comply with applicable policies, administrative guidelines, and fee schedules established by the district for the facility being used. Any group that does not comply with appropriate policies and guidelines shall be denied further use of district facilities.
- j. Certain areas, such as laboratories, shops, offices and central administrative facilities, shall not be available for public use.
- k. Use of the school buildings and their equipment shall be authorized upon written contract, issued by the Facilities Rental Coordinator in accordance with the rules of the Board of Trustees.
- l. Use of public school facilities for subversive purposes, for private gain or for any purpose not in the public interest is prohibited.
- m. Smoking and the use of tobacco products, the use of alcoholic beverages, drugs and/or the distribution of advertising of alcoholic beverages or of dealers of such beverages in school buildings or on school premises are prohibited.
- n. All applicable fire and safety regulations of the District and the State of Texas must be followed at all times.
- o. The applicant, organization, association or renter agrees that it shall defend, hold harmless and indemnify the New Caney Independent School District, Board of Trustees and employees from any and all demands, claims, suits, action and legal proceedings brought against it from the use of facilities.
- p. A certificate of general liability insurance shall be issued to the district prior to the use of a facility in the amount of \$1,000,000 per occurrence / \$2,000,000 aggregate with New Caney ISD listed as the additional insured and waiver of subrogation.
- q. Events open to the public or events at which a large number of participants are expected may require the use of security personnel. The district can engage the security personnel when they are required; however, the user will be charged for the service at the rate of \$30.00 per hour, per guard, with a two-hour minimum.
- r. Applicants who fail to give the district written notice of cancellation at least twenty-four hours in advance of the scheduled activity will be responsible for the same costs that would have been incurred had the activity been held as scheduled. If notice of cancellation is made by telephone, a written confirmation of the cancellation must be forwarded to the Facilities Rental Coordinator.
- s. A church group-requesting rental must be in the process of acquiring a permanent church site for a church building. They must show proof of progress in purchasing a site. This proof must be brought to the Facilities Rental Coordinator for the New Caney Independent School District. Rental of a school facility for a period longer than 12 months shall only be upon approval of the Superintendent of Schools.
- t. Only the areas or rooms specified in the **PERMIT TO USE PUBLIC SCHOOL FACILITIES** will be used.
- u. The Administration reserves the right to revise rental rates and procedures at any time.

**NOTE:** The use of District facilities will be on a first-come, first serve basis with the understanding that the Districts use of the facilities takes precedence over its use by an outside group.

#### **4. PRIORITY**

There are four categories for using school district facilities:

Category A	Approved school activities, public elections, and school related groups – No fees or insurance required
Category B	Organized non-profit, community, religious and educational
Category C	Organized for-profit, cultural or private groups
Category D	Groups with special arrangements with the Superintendent or the Board of Education

#### **5. RENTAL TIME**

All rental time shall be computed from the time of requested opening to closing of the doors.

- a. Normal charges for building/facility use will begin 30 minutes prior to starting and 30 minutes after the scheduled event.
- b. Persons lingering in the building shall be the responsibility of the renting agency and closing time shall be the time when all personal associated with the rental have left the building.
- c. The fee will be adjusted for additional time.

#### **6. SUPERVISION**

The assigned supervisor is responsible for oversight of the building and facilities used during the rental period. All renting groups must provide adequate supervision to maintain order and prevent damage to school property.

- a. The activity must be under competent adult (at least 21 years old) supervision and or leadership. The district reserves the right to judge the adequacy of such supervision and if in its judgment it is advisable to do so, may require a person or persons to be assigned to the function and the applicant pay for the services.
- b. Buildings may not be left without such supervision while occupied.

#### **7. CONDUCT**

All groups shall comply with the policies and regulations as established by the district for the facility to be used. Violations of these policies, rules and regulations or inaccurate or untruthful statements in the application may place the organization on the ineligible list for future use of school facilities. Contracts may be canceled at any time there is evidence that district policies and regulations are being violated. In case of cancellation, the Board of Education assumes no liability other than the return of fees charged for unused facilities.

#### **8. GYMNASIUMS**

Gymnasiums shall be rented only where adequate protection of the gym floor and its participants is assured by the renting agency. The renting agency shall pay for any damages caused to the gym, equipment, or floor.

#### **9. BUILDING EQUIPMENT, KEYS, AND PROPERTY**

Equipment, keys, and property shall not be loaned or removed from the building.

## **10. FACILITIES RENTAL FEE SCHEDULE**

The building rental fee schedule shall be established by the Administration. The rental fee schedule is subject to annual review by the Facilities Use Committee. The **FACILITIES USE FEE SCHEDULE** is the list of current facility rentals charges for the district.

## **11. COLLECTION OF FEES**

The Facilities Rental Coordinator will establish a process for billing, monitoring, collection of fees. Facilities rental payments will be deposited into the general operating account. Late payments are sufficient grounds for denying future facility usage.

## **12. LIABILITY OF DAMAGES**

In the event that any damages are incurred, the using group will be billed for the difference.

## **13. SIGNAGE**

Signs advertising group's events or activities are permitted only during rental times. Signs are not permitted during normal school hours or overnight.

## **14. ADDITIONAL CHARGES**

Additional charges may be charged for:

- a. School equipment. (spotlights, microphones, computers, VCR & televisions, etc. and supplies used by the renting agency.)
- b. The cost of all stagehands, light crews, sound technicians, security, ushers, kitchen workers.
- c. District Administration / Facilitator.
- d. Child Nutrition Department will bill separately for food, supplies and additional labor if needed.

## **15. STORAGE**

Renting organization will not store equipment, supplies, or materials in New Caney ISD facilities unless prior arrangements are made with the Campus Administration. Any storage arrangements that are made will be strictly temporary. The district is not responsible for items left in school facilities.

## **16. EXCEPTIONS**

- a. The Superintendent of Schools may grant classes conducted for the benefit of students, such as private music lessons, private tutoring, and athletic camps on a case-by-case basis.
- b. The Campus Principal may grant limited free use to public service organizations that perform strictly public services, such as civic groups, Boy Scouts and Girl Scouts, when custodial and other services are not required beyond the regular scheduled duty and when:
  - No additional school funds are used to subsidize these meetings, and
  - Requests are for occasional use only.

# NEW CANEY INDEPENDENT SCHOOL DISTRICT

## FACILITIES USE FEE SCHEDULE

### Category B

Organized "LOCAL" non-profit, community, religious, educational development and  
NCISD Booster Club Fund Raisers

Fees listed below include: AC/Lighting and Custodial

Facility	Liability Insurance	Rental Hourly Rate 2 Hour Min.	Additional Charges 2 Hour Min.	Security 2 Hour Min.
<b>District Facilities</b>				
Don Ford Football Stadium	Required	\$87.50		
Auxilliary Football Stadium	Required	\$62.50		
Adam Dunn Baseball Stadium	Required	\$75.00		
Softball Field	Required	\$62.50		
<b>High School Facilities</b>				
**Cafetorium	Required	\$25.00	Kitchen \$20.00	
Basketball Gym	Required	\$75.00		
Practice Football	Required	\$25.00		
Practice Baseball	Required	\$25.00		
*Auditorium	Required	\$50.00		
Mini Auditorium	Required	\$20.00		
Tennis Courts	Required	\$37.50		
<b>High School Annex Facilities</b>				
Cafetorium	Required	\$25.00		
Large Group Instruction	Required	\$35.00		
Gym	Required	\$62.50		
<b>Middle School Facilities (6th, 7th and 8th grade facilities)</b>				
**Cafetorium	Required	\$20.00	Kitchen \$20.00	
*Auditorium	Required	\$75.00		
Gym (per gym)	Required	\$62.50		
Sixth Grade Tennis Court	Required	\$37.50		
Football Field / Track	Required	\$62.50		
<b>Elementary School Facilities</b>				
**Cafetorium	Required	\$20.00	Kitchen \$20.00	
Gym	Required	\$30.00		

***The Lessee will be charged \$20.00 per hour for a District Administrator/Facilitator to be on site, 2-hour minimum for all events.  
(Will fall under additional charges)***

- The liability insurance required is \$1,000,000 per each occurrence / \$2,000,000 aggregate & names the "District" as "other insured."
- The actual cost for cleanup or repair shall be charged for any facility not left in satisfactory condition.
- A district employee shall be present while facility is in use by groups in all Categories.
- Inter-local agreements supercede the fees, charges, and arrangements set forth in this schedule.

\* Auditoriums will also be a charge of \$25.00 per hour for a soundman, if needed.

\*\* Kitchens – A certified cafeteria manager must be on duty when any organization rents or uses one of the kitchens at a rate of \$25.00 per hour with a two-hour minimum. The child nutrition director must be contacted to schedule. Charge for kitchen use is noted in chart.

# NEW CANEY INDEPENDENT SCHOOL DISTRICT

## FACILITIES USE FEE SCHEDULE

### Category C

Organized "LOCAL" for-profit, cultural and private groups.  
Fees listed below include: AC/Lighting, and Custodial

Facility	Liability Insurance	Rental Hourly Rate 2 Hour Min.	Additional Charges 2 Hour Min.	Security 2 Hour Min.
<b>District Facilities</b>				
Don Ford Football Stadium	Required	175.00		
Auxilliary Football Stadium	Required	125.00		
Adam Dunn Baseball Stadium	Required	150.00		
Softball Field	Required	125.00		
<b>High School Facilities</b>				
**Cafetorium	Required	\$50.00	Kitchen \$40.00	
Basketball Gym	Required	\$150.00		
Practice Football	Required	\$50.00		
Practice Baseball	Required	\$50.00		
*Auditorium	Required	\$100.00		
Mini Auditorium	Required	\$40.00		
Tennis Courts	Required	\$75.00		
<b>High School Annex Facilities</b>				
Cafetorium	Required	\$50.00		
Large Group Instruction	Required	\$70.00		
Gym	Required	\$125.00		
<b>Middle School Facilities (6th, 7th and 8th grade facilities)</b>				
**Cafetorium	Required	\$40.00	Kitchen \$40.00	
*Auditorium	Required	\$150.00		
Gym (per gym)	Required	\$125.00		
Sixth Grade Tennis Court	Required	\$75.00		
Football Field / Track	Required	\$125.00		
<b>Elementary School Facilities</b>				
**Cafetorium	Required	\$40.00	Kitchen \$40.00	
Gym	Required	\$60.00		

***The Lessee will be charged \$40.00 per hour for a District Administrator/Facilitator to be on site, 2-hour minimum for all events.  
(Will fall under additional charges)***

- The liability insurance required is \$1,000,000 per each occurrence / \$2,000,000 aggregate & names the "District" as "other insured."
  - The actual cost for cleanup or repair shall be charged for any facility not left in satisfactory condition.
  - A district employee shall be present while facility is in use by groups in all Categories.
  - Inter-local agreements supercede the fees, charges, and arrangements set forth in this schedule.
- \* Auditoriums will also be a charge of \$25.00 per hour for a soundman, if needed.  
\*\* Kitchens – A certified cafeteria manager must be on duty when any organization rents or uses one of the kitchens at a rate of \$25.00 per hour with a two-hour minimum. The child nutrition director must be contacted to schedule. Charge for kitchen use is noted in chart.

**NEW CANEY INDEPENDENT SCHOOL DISTRICT  
Facility Rental Permit**

Application is hereby made for the use of the following facilities:

CONTACT INFORMATION	ORGANIZATION		DATE OF REQUEST	
	CONTACT		CONTACT NUMBER	ALTERNATE NUMBER
	ADDRESS	CITY	STATE	ZIP CODE
	EMAIL ADDRESS		FAX NUMBER	PROFIT / NON-PROFIT
EVENT INFORMATION	EVENT DESCRIPTION			ANTICIPATED # OF PARTICIPANTS
	FACILITY		ROOM / AREA	
	DATE(S)		START TIME	END TIME
SPECIAL ARRANGEMENTS	SPECIAL PREPARATION REQUIRED?			
	SPECIAL EQUIPMENT REQUIRED?			
	SECURITY REQUIRED?	SPECIAL LIGHTING SETUP?		SOUND SYSTEM REQUIRED?

**Request for Security**

**Fee \$30.00 per hour per officer (2 hour min).**

We would like to request \_\_\_\_officer(s) for security for facility noted above, on dates requested and for times noted above.

**NOTE:** Request for security must be turned in at least one week prior to event. **A two-hour minimum will be charged if security is cancelled. Non-District security may not be used unless approved by New Caney ISD Police Department.**

**Request for A/C – Heat**

We would like to request A/C - Heat for facility noted above, on dates and times requested above.

**NOTE:** Request for A/C – Heat must be turned in to facility office no later than one week prior to scheduled event.

**Requested By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
*Responsible Party*

**Approved By:**  
Facility Principal: \_\_\_\_\_ Athletics Dept., Program Director, C/N, or Transportation: \_\_\_\_\_

NCISD Security: \_\_\_\_\_ Superintendent / Designee: \_\_\_\_\_

A/C – Heat – Lighting: \_\_\_\_\_

**NEW CANEY INDEPENDENT SCHOOL DISTRICT  
Facility Rental Agreement**

THE UNDERSIGNED REPRESENTATIVE AND THE ORGANIZATION WHICH HE/SHE REPRESENTS, HEREBY AGREE AND UNDERTAKE TO SAVE AND HOLD BLAMELESS THE NEW CANEY INDEPENDENT SCHOOL DISTRICT FROM ANY AND ALL CLAIMS FROM 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 NEW CANEY 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 UN-AMERICAN, 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 ENSURE THAT ALL FURNISHINGS ARE ARRANGED IN THE WAY IT WAS FOUND BEFORE THE EVENT. ALL LEAFLETS, BROCHURES, SIGNS AND ANY OTHER MATERIALS MUST BE REMOVED FROM THE PREMISES UPON COMPLETION OF THE EVENT.

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

THE REPRESENTATIVE AND ORGANIZATION (LESSEE) HEREBY INDEMNIFIES AND HOLD NEW CANEY 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 **Facility Rental Procedures**. SUCH INSURANCE SHALL BE CARRIED WITH A FINANCIALLY SOUND CARRIER AND SHALL NAME NEW CANEY INDEPENDENT SCHOOL DISTRICT AS AN ADDITIONAL INSURED. THE NEW CANEY 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  
(MUST BE 21 YEARS OF AGE OR OLDER)

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE: NCISD

**For Official Use Only**

Campus number:	Permit number(s):	Insurance Policy Information: