



## BASTROP ISD FACILITY USAGE FEE'S, RULES AND GUIDELINES

# 2024-2025

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### Scheduling and Event Planning Information

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The Bastrop Independent School District Board of Trustees welcomes public use of school facilities for educational, recreational, civic, or social activities, when these activities do not conflict with school use or with local or state laws or regulations, and in accordance with: Texas Constitution Article III, Section 52(a), Texas Education Code Section 11.151, Board policy GKD (LEGAL) and GKD (LOCAL), and District Procedures. Requests for non-school use of District Facilities shall be considered on a first-come-first-served basis. Academic and extracurricular activities sponsored by the district shall always have priority. The Superintendent shall have authority to cancel a scheduled non-school use if an unexpected conflict arises with a District activity or emergency.

All Sponsors (Requestors) of organizations (both District and Non-School Use as defined under FACILITY USAGE CATEGORY) who request use of district facilities are responsible for reading all rules and guidelines for Facility Usage and communicating them to their organizations, staff, volunteers, performers, students, parents, other participants, and audience members as appropriate. Sponsors (Requestors) **must initial** at each area as indicated, and **SIGN** where designated throughout this form and then return original copies of the agreement, along with any and all relevant documents, to the Department of Administrative Services located at the Bastrop ISD Service Center, 906 Farm Street, Bastrop, Texas 78602. Note: Please retain a copy for your records.

Any and all Athletic Facility Use Requests, for middle school and high school campuses, must be reviewed and pre-authorized by the district's Athletic Office. For Category B & D (youth sports associations and youth sports clubs and or "Select" or "Private" fee-based youth sports groups and affiliates) the district's Athletic Office staff will consider each request.

Once a completed Facility Rental Agreement form is returned to the Athletic Department located at 906 Farm Street, Bastrop, Texas 78602, it will be submitted to campus administration for review and approval. Facility Rental Agreement forms must be completed and submitted to the Athletic Director fifteen (15) days prior to the scheduled event.

If a facility use event is to be canceled, 48-hour notice is required, otherwise facility rental fees and direct District costs will be charged to requesting organizations. A 50% deposit may be required with final approval of Facility Rental Agreements, and final payment for the use of facility is due 48-hours before scheduled event. Events cannot be scheduled more than nine (9) months in advance and events held during the week cannot start before 5:00 p.m. (unless approved by special arrangement with a District or Campus Administrator).

All non-school events must be over by 9:00 p.m. on weekdays (Monday-Thursday).

*Restricted Use Dates include the month of August and all dates set aside as staff/student holidays as approved by the Board of Trustees including but not limited to Labor Day, Thanksgiving Break, Christmas/New Year's Break, Martin Luther King Holiday, Spring Break, Easter Break, Memorial Day and the 4<sup>th</sup> of July.*

**Sponsors (Requestors) must initial, signifying that the above is read and understood: \_\_\_\_\_**

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## Facility Use Available Categories

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### Category A- *BISD Groups*

School affiliated, youth oriented, non-profit groups such as PTA, PTSO, PTO, booster clubs, local professional educator organizations, and campus registered student clubs. For **Category A** there will be no facility use rental fees, however, custodial fee may be applied depending upon the size and scope of proposed use.

### Category B- *Youth Groups*

Non-profit, non-school affiliated youth-oriented groups such as youth sports associations, youth sports clubs and camps, scouts, youth organization camps, and BISD sanctioned programs that benefit BISD students; and if the organization or group is open to all children and is community-wide in nature and offers a program of interest and benefit to the general public. **FOR CATEGORY B**, qualifying organizations must comprise of 75%-99% of BISD students.

### Category C- *Non-Profit Organizations*

Non-youth oriented, non-profit groups such as churches, civic organizations, government entities, and homeowners' associations. If program is considered non-profit, appropriate 501 (c) 3 paperwork may be required for proof of non-profit status.

### Category D- *Profit Groups*

Profit groups, Private Groups, or Commercial Enterprises not defined as any group with non-profit status as long as an educational, civic, or charitable purpose shall be served; and a substantial segment of the community shall be benefited; and alternate facilities are unavailable. For the purposes of **athletic facility use, all "Select" or "Private" fee-based youth sports groups and affiliates that cannot be qualified as non-profit will fall under Category D.** The full rental price and any other associated costs will be applied.

**Churches and other religious organizations** desiring to rent facilities on an extended basis for religious services and Church start-ups shall be allowed to lease cafeterium's at **elementary & intermediate/middle school campuses only** (depending upon schedule and availability). Membership of Church or religious organizations must be comprised of 50% of residents residing in District boundaries and a membership roster reflecting member addresses must be provided to the Department of Administrative Services upon request. Facilities shall be rented with a (4) hour minimum charge and all other associated costs. All facility rental agreements are subject to rate increases annually as District cost for utilities and labor may be subject to annual increases.

Circle the Category that applies to your group or organization:

Category A

Category B

Category C

Category D

Rates and fees designated in this Bastrop ISD Facility Usage package will be subject to annual review. Rates and fees may be modified without advanced notice and or subject to be changed.

Payments and fees of the full estimate of charges are due no later than two weeks prior to the scheduled event.

Sponsors (Requestors) must initial, signifying that the above is read and understood: \_\_\_\_\_

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## BASTROP ISD ATHLETIC FACILITIES

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**SPECIAL NOTE: Protecting the integrity and viability of UIL practice and competition venues and ball fields requires specialized resources, maintenance, and grounds keeping. Because BISD resources are limited and because BISD athletic facilities are fundamentally reserved for BISD purposes, allowing outside groups to access such facilities will be restricted and or limited in the following fashion:**

Non-school use of exterior facilities for sports will be limited to green spaces located at:

Practice Sessions

- Cedar Creek Intermediate School Football/Soccer Fields
  - Bastrop Intermediate School Football/Soccer Fields
  - Emile Elementary Soccer Fields
  - Lover's Lane by the bus barn
- (All spaces listed are depending on availability)

Competition Play

- Memorial Stadium
- Cedar Creek High School Football, Baseball, and Softball Fields (June & July only- and depending upon surface condition)
- All spaces listed are depending on availability)

**All other spaces are strictly reserved for BISD uses and BISD athletic activities.**

Non-school use of interior gym spaces for sports will be limited to the gym at:

- Any K-6 Gym Facility
- (All spaces listed are depending on availability)
- Competition gyms at our Middle and High School facilities may be allowed with strict approval and authorization of Head Coaches and as defined by a Category B request and/or Category D request.
  - IN ALL CASES OF SUCH USE, BISD will require district coaches and or their designee to be on-site at all times while such use is on-going and to serve as “administrators on duty.” ***Any and all fees will apply.***

**EQUIPMENT USAGE:**

When entering a BISD Athletic Facility, you are required to gain permission to use any equipment on-site. With that being said, please indicate in the areas below what equipment you are requesting. This request does not automatically grant permission. It will be reviewed by campus administration. ***Fees may be applied. Additionally, if there is any damage or stolen equipment, the Requestor is required to replace or compensate BISD for that loss.***

*Please use the space provided to indicate equipment request:*

**Sponsors (Requestors) must initial, signifying that the above is read and understood: \_\_\_\_\_**

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## SUPERVISORY RESPONSIBILITIES FOR SPONSORS (REQUESTORS)

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1. It is the responsibility of the Sponsors (Requestors) of any group requesting use of a school facility to supervise and be responsible for the actions and conduct of all persons participating in a facility use event. If a sponsoring organization is a BISD school group, at least one campus administrator, coach and or designee shall be in attendance before, during and after a facility use event, and they must be easily accessible and visible throughout the event.
2. It is the responsibility of the Sponsors (Requestors) to challenge and exclude anyone for whom the Sponsors (Requestors) are not assuming responsibility.
3. **The Sponsors (Requestors) agrees to protect District Property against misuse and agrees to pay for any damages that occur during the time their group uses the facilities.**
4. If attendance for an event is 100 persons or more, the District may require the organization to provide security officers for the event. Custodial staff assigned for event coverage, facility access, and support are not on-duty to supervise and or provide security for events. Reasonable volunteer security arrangements, appropriate to the type of event for which a school facility has been contracted and approved by BISD may be allowed, **however, if audience behavior is not appropriate, it is the responsibility of the Sponsors (Requestors) to address all issues, concerns and or offending person(s).**
5. Sponsors (Requestors) for BISD school groups will ensure district staff and administration are responsible for student participants and their patrons during the entire time students or patrons are present on school property. Sponsoring teacher(s), administrator(s), and/or organizer(s) must remain on site until all guests and participants have left school facilities. Students may never be left unattended after events and operational support staff and custodians must not be left in charge of students waiting for rides home after facility events conclude.
6. School facilities will not be opened until event Sponsors (Requestors) are present and ready to assume all supervisory responsibilities.
7. Access to school facilities and school grounds shall be restricted to the specific areas as requested and or allowed by agreement. Storerooms, mechanical rooms, electric panel rooms, technology hub rooms, nurse's station, campus offices, and other restricted areas are expressly off-limits.
8. Participation for all facility usage (school and non-school) shall not discriminate against persons because of age, race, color, creed, religion, disability, gender, ethnic or national origin, or veteran status.
9. BISD prohibits discrimination against individuals with disabilities and events must reasonably accommodate persons with disability.
10. All organizations shall comply with all federal, state, and local laws, regulations, policies, and licensing agreements.
11. BISD facilities are "tobacco and weapon free zones." There will be no tobacco use in school buildings and on school grounds. Possession and use of intoxicating beverages or controlled substances on school property is prohibited. (GKA-(LEGAL), Education Code 38-006)

Sponsors (Requestors) must initial, signifying that the above is read and understood: \_\_\_\_\_

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## EFFICIENCY OF OPERATIONS AND USE OF DISTRICT FACILITIES

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1. Non-school groups and organizations must bring their own audio-visual equipment, extension cords, sound systems (PA), etc. School equipment and supplies shall not be available for use, rent, or loan except for school-sponsored activities and events. Cafetorium podiums, tables, and chairs may be arranged as part of the facility rental for scheduled events however this is limited to the inventory of tables and chairs stored or in use at each facility.
2. Animals are not permitted inside district facilities except for accessibility reasons.
3. No electrical wiring is to be changed and no part of District facilities may be modified under any circumstance.
4. Tape, holes, screws, nails, etc. are not to be placed in or on the floors, walls, or ceilings.
5. No part of any window or door may be covered in any manner without express permission of campus administrators.
6. No part of any emergency device such as fire alarms and emergency lighting may ever be covered up and or obstructed.
7. Access shall never be obstructed and or blocked for any reason. Tornado and other Emergency Evacuation plans are posted in all facilities. Sponsors (Requestors) must familiarize themselves and their participants with all evacuation plans and posted emergency management plans. Sponsoring organizations must ensure that any and all safety signage posted by the District remains visible and unobstructed.
8. Sponsors (Requestors) shall cooperate with District Staff in making a good faith estimate in professional security needs (Bastrop Police and Bastrop Sheriff Deputies) dependent upon the size and nature of events. This is to ensure that all activities are orderly and lawful, as well as to ensure proper participant deportment.
9. All organizations are liable for remaining within safe occupancy limits as established by room configuration.
10. The number of participants and guests shall not exceed the authorized capacity of facilities.
11. Children are to be supervised at all times and remain in authorized areas as assigned by the Facility Use Agreement.
12. Vehicles shall be parked only in designated parking spaces and parking in fire lanes is strictly prohibited. Unauthorized or unattended vehicles are subject to towing. *It is the responsibility of the Sponsors (Requestors) to ensure their patrons know the rules and communicate that violator are subject to towing.*
13. No vehicles may drive off of designated drives and onto sidewalks and or grass portions of district property. Any damage caused by violations of this rule will be the responsibility of sponsoring organizations. Loading and unloading equipment from vehicles shall only occur from car drives, bus drives and or at facility loading docks. Hand Trucks and carts may then be used to transport supplies and equipment on sidewalks and through common areas.
14. The use of BISD Kitchen Facilities is prohibited unless prior arrangements have been made with the District's Child Nutrition Department for catering services and or catering supervision by Child Nutrition Staff. For information regarding catering services and or kitchen use, Sponsors (requestors) shall contact the Child Nutrition Director at (512) 772-7419. NOTE: All arrangements for Child Nutrition are subject to additional charges and or supervision charges.
15. Thrown glitter, confetti or any similar item is NOT allowed in any school facility or on school grounds.
16. Helium balloons, open flames and candles are not allowed in any school facility.
17. Sponsoring groups are responsible for assisting in the cleanup of facilities and removal of all materials that were brought in for events. Sponsor (Requestors) should confirm wit district staff that the building is in a neat and orderly condition before leaving.
18. All groups shall be held responsible for reimbursing the district the cost of damage, loss or excessive cleaning charges incurred through the use of facilities during events. Recurring losses and damages may result in loss of facility use privileges by the responsible organization. Furthermore, any misuse or abuse of district property, equipment or facilities may result in termination of facility use agreements and or denial of further use.

**Sponsors (Requestors) must initial, signifying that the above is read and understood: \_\_\_\_\_**

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## LIABILITY INSURANCE

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Sponsors (Requestors) shall purchase, provide and keep in effect during the use period, pursuant to District Policy, a liability insurance policy, or rider to an existing policy, **naming as additional insured “Bastrop ISD, its officers, employees, and agents,”** which will provide coverage in the amount of **\$500,000 for property damage and \$1,000,000 per occurrence for personal injury (including death)**. Coverage provided by such policy or rider must apply to the death or injury of any person and the damage to property that result, directly or indirectly, from the intentional or negligent act or omission of Sponsors (Requestors) officers, agents, employees, guests, or invitees during the use or occupancy of District facilities. Such insurance shall be with an insurance company or companies authorized to do business in Texas, under policy or policies acceptable to the district and provided no later than 14 calendar days prior to facility use. The Sponsors (Requestors) must provide the district with a certificate of insurance attesting the existence of a policy or policies providing coverage required. Policy deductibles shall be the responsibility of the Sponsors (Requestors) for any claim(s).

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## FEE SCHEDULE

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**CATEGORY A :** Offered at free of rental charge. Admin on duty and custodial fees may still apply.

**CATEGORY B & C:** Offered at a discounted rental rate of charge. Admin on duty and custodial fees may still apply.

**CATEGORY D:** Rental rate of charge, admin on duty and custodial fees apply.

**DESCRIPTION OF THOSE FEES TO FOLLOW:**

1. **ADMINISTRATOR ON DUTY:** An athletic facilitator is required for the use of any external or internal athletic facilities at all middle and high schools for non-school related external organizations, Category C & D. **Fee of \$25.00 per hour with a two (2) hour minimum.**
2. **CUSTODIAL FEES:** Custodial services are required for ALL facility usage. Custodial staff will be assigned to work events including unlocking doors, maintaining the HVAC system, cleaning and restocking the restrooms, taking out trash, thoroughly cleaning the space and ensuring our facilities are prepared for our normal school day. **EXCEPTION:** Custodial fees can be waived for Category A & B organizations concluded by 8:00pm on a school week day. Standard fees will then apply after 8:00pm on week days. Standard fees will also apply anytime during the weekend, and non-school days. **Fee of \$25.00 per hour with a two (2) hour minimum.**
3. **FACILITY RENTAL:** Facility rental fees are the charge that is applied to the use of a space or room reservation for an event. These are charged at an hourly rate and start from the time the room is reserved until the room is vacated. Fees will not be reduced if the facility is not used for the entirety of the reservation time. Map of cost associated with rentals are stated below.
4. **LIGHTING:** If lighting is required, an additional fee of \$100.00 per hour will be applied.
5. **PLAYOFF GAMES:** UIL playoff games come with a separate fee plus a percentage of gross gate. A separate agreement will be signed for those purposes.

DISTRICT SHOULD CHARGE A REASONABLE FEE FOR COMMUNITY USE. THE TEXAS CONSTITUTION PROHIBITS SCHOOL DISTRICTS FROM SPENDING DISTRICT RESOURCES TO SERVE NON-SCHOOL PURPOSES. ARGUABLY, *CHARGING NO FEES AT ALL CONSTITUTES AN IMPORPER “GIFT OF PUBLIC FUNDS,”* IF THE DISTRICT IS SPENDING RESOURCES TO KEEP ITS DOORS OPEN FOR NON-SCHOOL USE.

**Sponsors (Requestors) must initial, signifying that the above is read and understood: \_\_\_\_\_**

CATEGORY B & C- Youth Groups & 501 C Discounted Rate		
ELEMENTARY CAMPUSES		
SPACE	RATE/HR	MINIMUM
GYM	\$15.00	2 HR
CAFETERIA	\$18.00	2 HR
CLASSROOM	\$18.00	2 HR
PARKING LOTS	\$15.00	NO MINIMUM
CUSTODIAL	\$25.00/person	2 HR
ADMIN ON DUTY	\$25.00	2 HR
INTERMEDIATE/ MIDDLE AND HIGH SCHOOL CAMPUSES		
LARGE COMPETITION GYM	\$20.00	2 HR
SMALL COMPETITION GYM	\$18.00	2 HR
CAFETERIA	\$28.00	2 HR
CLASSROOM	\$15.00	2 HR
PARKING LOT	\$15.00	NO MINIMUM
CATEGORY D		
ELEMENTARY CAMPUSES		
SPACE	RATE/HR	MINIMUM
GYM	\$25.00	2 HR
CAFETERIA	\$50.00	2 HR
CLASSROOM	\$25.00	2 HR
PARKING LOTS	\$25.00	NO MINIMUM
CUSTODIAL	\$25.00/person	2 HR
ADMIN ON DUTY	\$25.00	2 HR
INTERMEDIATE/ MIDDLE AND HIGH SCHOOL CAMPUSES		
LARGE COMPETITION GYM	\$75.00	2 HR
SMALL COMPETITION GYM	\$75.00	2 HR
CAFETERIA	\$50.00	2 HR
CLASSROOM	\$25.00	2 HR
PARKING LOT	\$25.00	NO MINIMUM
LARGE ATHLETIC FACILITIES & OTHER RATES		
ERHARD STADIUM	\$400.00 PER DAY	
CCHS FOOTBALL FIELD	\$400.00 PER DAY	
BASEBALL(excl. BHS)/SOFTBALL	\$200.00 PER DAY	
SOCCER FIELD	\$200.00 PER DAY	
TENNIS COURTS	\$25.00/COURT; PER DAY	
SECURITY	\$55.00/HR; 2 HR MINIMUM	
TECHNOLOGY	\$50.00/ HR; 2 HR MINIMUM	
MAINTENANCE SUPPORT	\$40.00/HR; 2 HR MINIMUM	
EVENT SUPERVISOR	\$35.00/ HR; 2 HR MINIMUM	

BASTROP BASEBALL TURF FIELD	
PRACTICE USE	<b>\$250</b> FOR A 2 HOUR PRACTICE
INDIVIDUAL GAMES	<b>\$1000</b> PER GAME
TOURNAMENTS	<b>\$2500</b> PER DAY *Rates may vary depending on length of tournament.
REGULATIONS	<ul style="list-style-type: none"> <li>● Only used for purposes agreed upon with this agreement.</li> <li>● Only used during time agreed upon with this agreement.</li> <li>● No spikes on shoes longer than ½ inch; no metal spikes at all.</li> <li>● No stakes or poles can be stuck in the turf.</li> <li>● No food or drink on the field- only water.</li> <li>● No gum or sunflower seeds on the turf.</li> <li>● If inclement weather is apparent, no field use when lightning is present.</li> <li>● Groups must pick up all garbage on turf and in the bleachers after use.</li> <li>● Group leaders/coaches are required to remain with the group at all times and are responsible for the group's conduct and compliance with this agreement.</li> <li>● No spectators allowed on the field at any time.</li> </ul> <p>Failure to follow these rules may result in financial penalties and/or loss of privilege to use the facility.</p> <p><i>UIL playoff games come with a separate fee plus a percentage of gross gate. A separate agreement will be signed for those purposes.</i></p>

Sponsors (Requesters) must initial, signifying that the above is read and understood: \_\_\_\_\_

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**ORGANIZATION & BILLING INFORMATION**

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ORGANIZATION: \_\_\_\_\_

SPONSORS (REQUESTORS): \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

CITY, STATE & ZIP \_\_\_\_\_

PHONE #: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**Circle the Category that applies to your group or organization:**

**Category A**

**Category B**

**Category C**

**Category D**

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**RENTAL INFORMATION**

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CAMPUS REQUESTED: \_\_\_\_\_

SPECIFIC FACILITY AREAS OF REQUEST: \_\_\_\_\_

ACTIVITY: \_\_\_\_\_

DATE(S) OF ACTIVITY: \_\_\_\_\_

DAY(S) OF THE WEEK: \_\_\_\_\_

TIME OF THE EVENT: \_\_\_\_\_

TIME FOR FACILITY TO BE OPENED: \_\_\_\_\_ TIME FOR FACILITY TO BE CLOSED: \_\_\_\_\_

EXPECTED ATTENDANCE: \_\_\_\_\_

Please use this space provided to indicate equipment request:

**FOR OFFICE USE ONLY**

POSTED ON FACILITY CALENDAR: \_\_\_\_\_

CAMPUS APPROVAL:   Approved   or   Denied    If denied, reason: \_\_\_\_\_

CUSTODIAL: \_\_\_\_\_   MAINTENANCE: \_\_\_\_\_   COL RCV'D: \_\_\_\_\_

INVOICED DATE: \_\_\_\_\_   PAYMENT RECEIVED: \_\_\_\_\_

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**HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

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The undersigned, \_\_\_\_\_, agrees to indemnify and hold the Bastrop Independent School District, its Board of Trustees, officials, agents, employees and volunteers harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense of such claims and demands, arising from the conduct, management, or operation of Bastrop ISD property by the undersigned, or from any breach on the part of the undersigned of any conditions of this Agreement, or from any act of negligence of the undersigned, its agents or employees, in or about the premises.

It is further stipulated and agreed that the laws of the State of Texas shall control the construction of this instrument. Dated this day of \_\_\_\_\_, 20\_\_\_\_\_.

By:

\_\_\_\_\_

Subscribed and sworn before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

At \_\_\_\_\_ County, Texas

\_\_\_\_\_

Notary Public in and for \_\_\_\_\_ County, Texas.