

Huntsville Independent School District



Huntsville Paul Bohan Gym Facilities Rental Agreement

Date of Playoff: _____

Time: _____

HOME TEAM: _____

VISITOR TEAM: _____

Conference/UII Purpose: _____

District / Region: _____

District / Region: _____

Ticket Price: _____

Passes: District UIL, THSCA, TGCA, TABC,

Ticket Sales:

- Online Tickets only – No Gate Sales
- General Admission Only – no reserved seating
- Contact Lisa Blackburn for ticket link at lblackburn@huntsville-isd.org

Gyms, Courts, Practice Fields Rental Fee:

\$ 500.00 – plus services

Huntsville ISD will provide:

- Payment of Officials and UIL Fee (Basketball)
- Announcer, libero/score/clock keepers, administrator, facility coordinator, event staff, custodial, security, technology, dressing rooms and lights.
- Pre-Game Music, National Anthem, Announce team. *(if you choose not to use these services, please let Cody Hassell know prior to arrival.)*
- Online tickets sales link.
- Payment of all game expenses and final sales report.
- Revenue equally split between the two schools less rental fee and game cost.
- Concessions to be operated by Booster Club.

Participating schools will provide:

- Insurance certificate with Huntsville ISD named as the insured (see attachment for requirements).
- One administrator or security officer for each side.
- Securing all game officials.
- Game program and program sellers (if applicable).
- Each school must provide a roster prior to game day – email to cwhassell@huntsville-isd.org
- SCHOOL PASSES ACCEPTED - Circle all that apply:

Huntsville Independent School District



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THSCA, TGCA

Senior Citizen

UIL District Pass

Other: _____

Court Regulations:

- No tobacco, sunflower seeds, or gum allowed in the gym.
- Only water can be used on the court – no colored drinks.
- No glass bottles, cans, or food allowed on the court.
- No live mascots, noise makers, confetti, glitter, or fireworks
- No unapproved sound systems.
- Spectators are not allowed on the court before or after the game.
- Ticket Booth for Scanning tickets opens 1 hour prior to the game.

_____ Date: _____

Rodney Southern, Athletic Director

_____ Date: _____

_____ Date: _____

Home Coach Name

Home Coach Title

Visiting Coach Name

Visiting Coach Title

HUNTSVILLE ISD RESERVES THE RIGHT TO REFUSE AND RESTRICT THE LEASING OF ANY DISTRICT FACILITY FOR WHATEVER REASON DEEMED NECESSARY

To the extent permissible by the Constitution and laws of the State of Texas, the user of a District facility agrees to protect, indemnify and hold free and harmless, Huntsville Independent School District, its Board of Trustees, officers, employees, and agents from and against any and all claims, demands, causes of action, or other litigation (including all costs thereof and attorney's fees) of every kind and character on account of personal injuries, death, bodily injury or damage to property, of the public, Huntsville ISD or the user herein, its or their guests, employees, supervisors, vendors and agents whether resulting from the performance of its obligations hereunder or the quality or safety of the programs used and/or the equipment or property of the user herein, all of these without regard to fault, even if any indemnified or injured party is negligent in whole or part.

COMPLIANCE WITH LAWS, RULES, REGULATIONS AND POLICIES: No school facilities shall be used by any group or individual who is not in compliance with the requirements of all Federal or State statutes, regulations and rules prohibiting discrimination on the basis of race, religion, color, sex, national origin, handicapping conditions, age or other classification. State law prohibits the use of alcohol on school property. All laws (federal, state, local) and Huntsville ISD policies are in effect 24 hours per day, including the times the facility is rented. Contraband shall include, but not be limited to drugs, drug paraphernalia, weapons, and alcohol possessed by students. District police officers, or any other law enforcement officer, shall enforce the law and arrest individuals for the violation of any law including but not limited to possession or consumption of alcohol on school property, drug law violations, weapon law violations, disruptions, trespassing, and the violation of any traffic law. The District's "Tobacco Free Policy" prohibits the use of tobacco in ANY form, in or on any District property or any location leased by the District where a user group is being held. The policy includes, but is not limited to, all buildings, vehicles, property (outdoor or indoor), and all staff, students, parents, visitors, and patrons.

2. VIOLATION OF LAWS, RULES,

REGULATIONS AND POLICIES: Any misrepresentation by any organization and/or individual, any abuse of any District property, any violation of state, local law or federal and/or any violation of any District policy, rule or regulation may result in:

- 1) the immediate termination of the contract;
- 2) the requirement to immediately vacate the premises; and/or
- 3) the denial of that organization's and/or individual's request for future use of the premises.

Huntsville Independent School District



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This lease is made between the HUNTSVILLE INDEPENDENT SCHOOL DISTRICT (“Lessor”) and

(Home Team) _____ ISD and (Visiting Team) _____ ISD (“Lessees”)

effective as of the _____ day of _____ (month/year).

1. Premises. Lessor agrees to lease to the Huntsville ISD Gyms, Courts, Practice Fields pursuant to the terms, conditions and covenants set forth herein and solely for the purpose set forth in paragraph 2 hereof.
2. Purpose. Lessee represents that Huntsville ISD Gyms, Courts, Practice Fields is being rented for the purpose of playoff game and for no other purpose without prior written consent by lessor.
3. Term. The term of this lease shall commence at _____ on _____ and end at two hours after end of game on _____. Unless otherwise provided herein, the Lessee shall have the right of access to Huntsville ISD Gyms, Courts, Practice Fields for a period of **two hour(s)** before and **two hour(s)** after the termination of the Lease for the purpose of set up and removal of any of the Lessee’s equipment and property.
4. Rent. Lessee(s) agrees to pay Lessor the sum of \$ _____ (**\$XXXX each team**) for rental of Huntsville ISD Gyms, Courts, Practice Fields pursuant to the terms of this Lease.
5. Access, Staff and Personnel, Equipment. Lessee shall require the following access, staff and personnel and equipment.
 - a. Gyms, Courts, Practice Fields access. Lessor shall open the Gyms, Courts, Practice Fields two hours prior to game time and Lessor shall close the Gyms, Courts, Practice Fields at two hours after end of game.
6. Copyright. Lessee shall be solely responsible for obtaining necessary permission to use and incorporate any material covered by a copyright in any performance or use of the Gyms, Courts, Practice Fields, if applicable. Lessee shall indemnify, defend or hold Lessor harmless from any claim or cause of action which may arise from the use of materials subject to a copyright.
7. Concessions; Sales. Alcoholic beverages shall not be sold in the Gyms, Courts, Practice Fields. Only non-alcoholic products can be sold at the Gyms, Courts, Practice Fields.
8. Damages to stadium and/or equipment. Lessee shall be liable and shall reimburse Lessor for the reasonable cost of repair, replacement or reconstruction for any damage to the stadium or any equipment of Lessor used by or located at the stadium during the term of this Lease whether caused by Lessee, its agents, employees, concessionaries and representatives or whether caused by any guest or invitees of Lessee at the stadium. Lessee shall be solely responsible for all such loss or damage to the Gyms, Courts, Practice Fields and the equipment located thereon during the term of this Lease.
9. Insurance:
 - 9.1 Lessee will carry at least the following insurance in the form, with companies admitted to do business in the State of Texas and having an A.M. Best Rating of A-: VII or better, and in amounts (unless otherwise specified), as AISD may require:

Huntsville Independent School District



Huntsville Paul Bohan Gym Facilities Rental Agreement

- 9.1.1 Workers Compensation Insurance with statutory limits, and Employer's Liability Insurance with
- 9.1.2 limits of not less than \$1,000,000:

Employers Liability - Each Accident	\$1,000,000
Employers Liability - Each Employee	\$1,000,000
Employers Liability - Policy Limit	\$1,000,000

All Policies must include (a) Other States Endorsement to include TEXAS if business is domiciled outside the State of Texas, (b) a waiver of all rights of subrogation and other rights in favor of Huntsville ISD, and (c) an endorsement to include Huntsville ISD, its board, officers, and employees as additional insureds;

- 9.1.3 Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$ 100,000
Medical Expenses (any one person)	\$ 10,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products - Completed Operations	\$2,000,000
Aggregate	

Policy will include independent contractor's liability, covering, but not limited to, the liability assumed under the indemnification provision of this contract, fully insuring Licensee's (or Subcontractor's) liability for bodily injury (including death) and property damage.

- 9.2 Lessee will deliver to Huntsville ISD:

- 9.2.1 Evidence satisfactory to Huntsville ISD in its sole discretion, evidencing the existence of all insurance after the execution and delivery of this Agreement and prior to the commencement of the license period. Licensee's failure to do so will be a material breach of this Contract and will be grounds for termination of same for cause. Additional evidence, satisfactory to Huntsville ISD in its sole discretion, of the continued existence of all insurance not less than thirty (30) days prior to the expiration of any insurance. Insurance policies, with the exception of Workers' Compensation and Employer's Professional Liability, will be endorsed and name Huntsville ISD as an Additional Insured. All policies will be endorsed to provide a waiver of subrogation in favor of Huntsville ISD. All policies except for Workers' Compensation and Employer's Liability will be endorsed to provide primary and non-contributory coverage. No policy will be canceled until after thirty (30) days' unconditional written notice to Huntsville ISD. Licensee will be responsible for providing to Huntsville ISD immediate notice of its receipt of a notice of cancellation, termination, material change, or non-renewal relating to any insurance policy required herein. This requirement may be satisfied by providing a copy of the notice received by the Licensee to the Huntsville ISD within two business days or by endorsement of the policy to require notice to the Huntsville ISD to be provided by the insurer.

- 9.3 The insurance policies required in this Agreement will be kept in force for the periods specified below:

- 9.3.1 Commercial General Liability Insurance will be kept in force until receipt of Final Payment by AISD from Lessee; and

- 9.3.2 Workers' Compensation Insurance and Employer's Liability Insurance will be kept in force until ending date of license period.

10. Risk of Loss or Injury. Lessee shall bear all risk of loss or injury to persons who may attend any event, performance or activity at the Gyms, Courts, Practice Fields during the term of the Lease. Lessee

Huntsville Independent School District



Huntsville Paul Bohan Gym Facilities Rental Agreement

agrees that Lessor shall have no liability or responsibility therefore. Lessee acknowledges that Lessor has governmental immunity from such claims under the laws of the State of Texas and, by entering into the Lease; Lessor does not waive or relinquish its right to governmental Immunity or other immunity granted or arising under the law of the State of Texas.

11. Compliance with Law, Regulations and Ordinances. Lessee shall, at all times during the term of this Lease comply with all laws, regulations and ordinances pertaining to the operation and conduct of activities at Huntsville ISD Gyms, Courts, Practice Fields, or the performance and activities engaged in by lessee at the Gyms, Courts, Practice Fields pursuant to the terms of this Lease. Lessee shall be solely responsible for ascertaining and determining which laws, regulations and ordinances are applicable in complying with all such laws, regulations and ordinances. Lessor shall have no liability or responsibility to advise or instruct Lessee on applicable law, regulations and ordinances. This facility is gun free, drug and alcohol free, and tobacco free and all are prohibited.

SIGNED on this date _____

LESSOR:

HUNTSVILLE ISD

LESSEE:

_____ ISD

_____ Athletic Director or Superintendent

LESSEE:

_____ ISD

_____ Athletic Director or Superintendent