

## **Table of Contents**

[Exhibit A—Rental Agreement](#)

[Exhibit B—Lessee Liability Insurance Requirements](#)

[Exhibit C—User Classifications and Rental Fee Schedule](#)

[Exhibit D—Community School Facilities Use Agreement](#)



## Exhibit A—Rental Agreement

The El Paso Independent School District (hereinafter referred to as “the District”) agrees to let \_\_\_\_\_ (*individual, group, or organization*) (hereinafter referred to as “the Lessee”) use the \_\_\_\_\_ (*name of facility*) at \_\_\_\_\_ (*location or campus*) on \_\_\_\_\_ (*date*), between the hours of \_\_\_\_\_ and \_\_\_\_\_ (*times*), subject to the following conditions:

1. That the Lessee pays \$\_\_\_\_\_ (*rental fee*). Payment of charge must be made to the business services department when the agreement is signed but at least ten days in advance of the use of the facility.
2. That the Lessee will also pay a charge of \_\_\_\_\_ (*dollar amount*) for school personnel needed in connection with its use of the facility.
3. That the Lessee will use the facility only for the purposes consistent with law and as follows:  
  
\_\_\_\_\_  
  
\_\_\_\_\_
4. That upon completion of this use, the Lessee will be responsible for restoring the facility to the condition observable prior to this use.
5. That the District may cancel a scheduled nonschool use if an unexpected conflict arises with a District activity.
6. 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.
7. That the Lessee will not allow the possession or use of alcohol, firearms, illegal drugs, or the use of tobacco products on District property.
8. That the Lessee 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 Lessee.
9. That the Lessee also assumes full responsibility for the conduct of any and all persons using the facility during the rental.
10. That the Lessee 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 Lessee’s use of District facilities.
11. That the Lessee understands and accepts that the District’s insurance provides no coverage for the Lessee or any other user other than the District.

COMMUNITY RELATIONS  
NONSCHOOL USE OF SCHOOL FACILITIES

GKD  
(EXHIBIT)

12. That the Lessee will exercise due diligence to not send employees or volunteers to work inside any District building(s) if they have a conviction or a history of deferred adjudication for any crime that may pose a serious potential risk of injury to students or other persons working in or visiting in the building(s). It is the Lessee's responsibility to determine the best way to exercise that due diligence.
13. If applicable, the Lessee will furnish evidence of liability insurance coverage for the event and will name the District as an additional insured on the policy as specified by the District. (See GKD(EXHIBIT-B))

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

Name (*print*): \_\_\_\_\_

Position: \_\_\_\_\_

Organization: \_\_\_\_\_

Lessee: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

El Paso Independent School District

## Exhibit B—Lessee Liability Insurance Requirements

**Note:** The District should modify this form in accordance with local requirements. Specific dollar amount requirements should be determined in consultation with the District's insurance provider and legal counsel and may vary by type of nonschool user or length and type of nonschool use.

Any Lessee authorized to use a District facility, regardless of whether the Lessee is required to pay fees under GKD(LOCAL), must provide certificates of coverage evidencing all policies and endorsements required by this form.

Coverage Required	Limit Required	
Comprehensive (Commercial) General Liability <input type="checkbox"/> Includes products and completed operations, contractual, personal and advertising injury, explosion, collapse, and underground property damage hazard	Policy aggregate	\$1,000,000
	Each occurrence	\$1,000,000
	Products / completed operations aggregate	\$1,000,000
	Damage to rented premises—each occurrence	\$100,000
	Personal / advertising injury	\$1,000,000
Workers' Compensation <input type="checkbox"/> If the Lessee employs persons or officers, coverage required with limits to comply with the requirements of the Texas Workers' Compensation Act	Not applicable	
Employer's Liability <input type="checkbox"/> If the Lessee employs persons or officers	Not applicable	
Automobile Liability <input type="checkbox"/> If the Lessee is an organization/company and owns vehicles that will be brought onto District property	Not applicable	
Umbrella or Excess Liability <input type="checkbox"/> Excess of primary General Liability, Automobile Liability, and Workers' Compensation Coverage B	Not applicable	

Additional requirements:

COMMUNITY RELATIONS  
NONSCHOOL USE OF SCHOOL FACILITIES

GKD  
(EXHIBIT)

1. All coverages will be issued on an Occurrence basis by a company acceptable to the District and licensed to do business in Texas. Such companies will have a Best's Key rating of at least "A-VII."
2. In addition to certificates of insurance, copies of policy endorsements must be provided listing the District as an additional insured. If coverage is blanket, endorsements are not needed.
3. The certificate of insurance must provide coverage for the whole term of the rental agreement.
4. The Lessee is responsible for all deductibles, and the District must approve the deductibles selected.
5. The Lessee must provide a 30-day notice of cancellation of any nonrenewal, cancellation, or material change to any of the policies.
6. The certificate of insurance must provide a waiver of subrogation in favor of the district. A copy of the endorsement must be provided unless coverage is on a blanket basis.

The District reserves the right to review the coverage requirements during the effective period of any rental agreement and to make reasonable adjustments to the requirements when deemed reasonably prudent by the District based on changes in laws, court decisions, or potential increase in exposure to loss.

Sign and submit with rental agreement and proof of coverage:

Name (*print*): \_\_\_\_\_

Position: \_\_\_\_\_

Organization: \_\_\_\_\_

Lessee's signature: \_\_\_\_\_

---

***For Office Use Only***

I have reviewed and approved the above-named lessee's coverage documents.

Name (*print*): \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_



COMMUNITY RELATIONS  
NONSCHOOL USE OF SCHOOL FACILITIES

GKD  
(EXHIBIT)

CMP-4880  
Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

---

**CMP-4880 ADDITIONAL INSURED — DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:  
**BUSINESSOWNERS COVERAGE FORM**

**SCHEDULE**

Policy Number:  
Named Insured:

Name And Address Of Additional Insured Person Or Organization:

1. **SECTION II — WHO TO ADD TO SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization shown in the Schedule, but only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused, in whole or in part, by:

- Premises And Operations Operations**  
Your acts or omissions, the acts or omissions of those acting on your behalf:  
(1) in connection with your premises; or  
(2) in the performance of your ongoing operations; or
- Products-Completed Operations**  
Your work performed for that additional insured and included in the "products-completed operations hazard."

2. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.

3. **Primary Insurance.** The insurance afforded the additional insured shall be primary insurance. Any insurance carried by the additional insured shall be noncontributory with respect to coverage provided by you.

There will be no refund of premium in the event this endorsement is cancelled.

All other policy provisions apply.

CMP-4880

© Copyright, State Farm Mutual Automobile Insurance Company, 2000  
Includes copyright material of Insurance Services Office, Inc., with its permission.



COMMUNITY RELATIONS  
NONSCHOOL USE OF SCHOOL FACILITIES

GKD  
(EXHIBIT)

CNP-4787  
Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CNP-4787 WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

---

This endorsement modifies insurance provided under the following:  
**BUSINESS OWNERS COVERAGE FORM**

**SCHEDULE**

Policy Number:  
Named Insured:

Name And Address Of Person Or Organization:

The following is added to the policy, in each SECTION I AND SECTION II — COMMON POLICY CONDITIONS:

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of:

- a. Your ongoing operations; or
- b. Your work, sales, or services, with that person or organization and included in the "products-completed operations" coverage.

This waiver applies only to the person or organization shown in the Schedule.

All coverages provided are subject to the policy provisions.

© Copyright, State Farm Mutual Automobile Insurance Company, 2008.  
Includes reprinted material of Insurance Services Office, Inc., with its permission.

### Sample of a Blanket Endorsement Certificate

<b>ACORD</b>		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 01/01/2021																																			
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p><b>IMPORTANT:</b> If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).</p>																																							
<b>PRODUCER</b> ABC Insurance Company 12345 Street City, State 79901 (999) 999-9999		<b>Agency Contact Name</b> PHONE (999) 999-9999 FAX (999) 999-9999 E-MAIL agency email ADDRESS																																					
<b>INSURED</b> Insured Name Address City, State 79901		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : ABC Insurance Company NAIC # 01234 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :																																					
<p><b>COVERAGES</b>      <b>CERTIFICATE NUMBER:</b>      <b>REVISION NUMBER:</b></p> <p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>INSR LTR</th> <th>TYPE OF INSURANCE</th> <th>ACORD FORM NO. / WVD</th> <th>POLICY NUMBER</th> <th>POLICY EFF. DATE (MM/DD/YYYY)</th> <th>POLICY EXP. DATE (MM/DD/YYYY)</th> <th>LIMITS</th> </tr> </thead> <tbody> <tr> <td>A</td> <td> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input type="checkbox"/> GEN. AGGREGATE LIMIT APPLIES PER  <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. <input type="checkbox"/> LOC  <input type="checkbox"/> OTHER:                 </td> <td></td> <td>123456567</td> <td>01/29/2021</td> <td>01/29/2022</td> <td>                     EACH OCCURRENCE \$1,000,000                      DAMAGE TO RENTED EQUIPMENT \$100,000                      MED EXP (Any one period) \$5,000                      PERSONAL &amp; ADV INJURY \$1,000,000                      GENERAL AGGREGATE \$1,000,000                      PRODUCTS - COMPOUND AGG \$1,000,000                      \$                 </td> </tr> <tr> <td></td> <td> <b>AUTOMOBILE LIABILITY</b>                      ANY AUTO OWNED                      AUTOS ONLY                      NON-OWNED                      AUTOS ONLY                      SCHEDULED                      AUTOS                      NON-SCHEDULED                      AUTOS ONLY                 </td> <td></td> <td></td> <td></td> <td></td> <td>                     COMBINED SINGLE LIMIT (Per accident) \$                      BODILY INJURY (Per person) \$                      BODILY INJURY (Per accident) \$                      PROPERTY DAMAGE (Per accident) \$                      \$                 </td> </tr> <tr> <td></td> <td> <b>UMBRELLA LIAB</b>                      EXCESS LMB                      DED <input type="checkbox"/> RETENTION \$                 </td> <td></td> <td></td> <td></td> <td></td> <td>                     EACH OCCURRENCE \$                      AGGREGATE \$                      \$                 </td> </tr> <tr> <td></td> <td> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>                      ANY PROVISIONS PERTAINING TO REQUIRE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                      If yes, describe under DESCRIPTION OF OPERATIONS (type)                 </td> <td>Y/N</td> <td>N/A</td> <td></td> <td></td> <td>                     PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>                      E.L. EACH ACCIDENT \$                      E.L. DISEASE - EA EMPLOYEE \$                      E.L. DISEASE - POLICY LIMIT \$                      \$                 </td> </tr> </tbody> </table> <p><i>ACORD INSD/SUBR WVD columns should be left blank on Blanket Endorsement Certificates</i></p>					INSR LTR	TYPE OF INSURANCE	ACORD FORM NO. / WVD	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS	A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN. AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		123456567	01/29/2021	01/29/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED EQUIPMENT \$100,000 MED EXP (Any one period) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMPOUND AGG \$1,000,000 \$		<b>AUTOMOBILE LIABILITY</b> ANY AUTO OWNED AUTOS ONLY NON-OWNED AUTOS ONLY SCHEDULED AUTOS NON-SCHEDULED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$		<b>UMBRELLA LIAB</b> EXCESS LMB DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROVISIONS PERTAINING TO REQUIRE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS (type)	Y/N	N/A			PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ \$
INSR LTR	TYPE OF INSURANCE	ACORD FORM NO. / WVD	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS																																	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN. AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		123456567	01/29/2021	01/29/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED EQUIPMENT \$100,000 MED EXP (Any one period) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMPOUND AGG \$1,000,000 \$																																	
	<b>AUTOMOBILE LIABILITY</b> ANY AUTO OWNED AUTOS ONLY NON-OWNED AUTOS ONLY SCHEDULED AUTOS NON-SCHEDULED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$																																	
	<b>UMBRELLA LIAB</b> EXCESS LMB DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$																																	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROVISIONS PERTAINING TO REQUIRE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS (type)	Y/N	N/A			PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ \$																																	
<p><b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)</b>                  Event Name/Project Number #                  The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written Contract or Agreement between the Named Insured and the Certificate Holder requires such status. The General Liability policy includes a blanket waiver of subrogation endorsement that provides this feature only when there is a written Contract or Agreement between the Named Insured the Certificate Holder requires it. 30 Day NOC applies.                  (Recommended wording per Best Practices - revision date April 2013)</p>																																							
<b>CERTIFICATE HOLDER</b> El Paso Independent School District 6531 Boeing El Paso, Texas 79925		<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Agent Signature																																					

ACORD 25 (2016.03)

The ACORD name and logo are registered marks of ACORD

© 1988-2015 ACORD CORPORATION. All rights reserved.

## Exhibit C—User Classifications and Rental Fee Schedule

The rental fees charged for the use of District facilities will be based on the following user/activity classifications and rental fee schedule:

### User / Activity Classifications

**Classification I** applies to school-support organizations/activities as defined in GKD(REGULATION). The District will be reimbursed for any overtime incurred by District staff and cover all District costs as a result of a school-sponsored organization's use of a District facility.

Classification I also applies to regular meetings being held on school days by the following nonschool organizations: crime watch groups, alumni associations, homeowners' associations, neighborhood associations, and governmental agencies. Activities other than regular meetings by these nonschool organizations will result in a rental fee at the Classification II or III rate.

**Classification II** applies to non-revenue-generating activities by nonschool organizations as defined in GKD(REGULATION) and non-profit organizations.

**Classification III** applies to all for-profit organizations and for-revenue-generating activities by nonschool organizations.

**Note:** Fees will not be charged for nonschool uses scheduled during the two hours following the end of the instruction day, per GKD(LOCAL).

### Rental Fee Schedule

Key to Rates		
Class	=	User/activity classification
School	=	HS = High School MS = Middle School ES = Elementary School
Day	=	School or nonschool day
Rental area	=	Space to be used

Notes		
Gym 1 (Main)	=	HS main gymnasium
Gym 2 (Aux)	=	HS auxiliary gymnasium
Gym 3 (MS)	=	MS gymnasium
Theater	=	Theater with a seating capacity of 350 or fewer
Auditorium	=	High school auditorium with a seating capacity of more than 350

COMMUNITY RELATIONS  
NONSCHOOL USE OF SCHOOL FACILITIES

GKD  
(EXHIBIT)

**High Schools**

<b>Class</b>	<b>School</b>	<b>Day</b>	<b>Rental Area</b>	<b>Hourly Rate</b>
I	HS	School Day	Auditorium/Theater, Cafeteria, Kitchen, Gym 1 (Main), Gym 2 (Aux), Conference/Lecture room, or Library	\$0
I	HS	Nonschool Day	Auditorium/Theater, Cafeteria, Kitchen, Gym 1 (Main), Gym 2 (Aux), Conference/Lecture room, or Library	\$0
II	HS	School Day	Classroom (internal use only)	\$35
II	HS	School Day	Theater	\$80
II	HS	School Day	Cafeteria	\$50
II	HS	School Day	Gym 1 (Main)	\$75
II	HS	School Day	Gym 2 (Aux)	\$40
II	HS	School Day	Auditorium	\$115
II	HS	School Day	Kitchen	\$30
II	HS	School Day	Conference/Lecture room	\$45
II	HS	School Day	Library	\$60
II	HS	Nonschool Day	Theater	\$80
II	HS	Nonschool Day	Cafeteria	\$50
II	HS	Nonschool Day	Gym 1 (Main)	\$75
II	HS	Nonschool Day	Gym 2 (Aux)	\$40
II	HS	Nonschool Day	Auditorium	\$115
II	HS	Nonschool Day	Kitchen	\$30
II	HS	Nonschool Day	Conference/Lecture room	\$45
II	HS	Nonschool Day	Library	\$60
III	HS	School Day	Classroom (internal use only)	\$35
III	HS	School Day	Theater	\$160
III	HS	School Day	Cafeteria	\$100
III	HS	School Day	Gym 1 (Main)	\$150
III	HS	School Day	Gym 2 (Aux)	\$80

COMMUNITY RELATIONS  
NONSCHOOL USE OF SCHOOL FACILITIES

GKD  
(EXHIBIT)

Class	School	Day	Rental Area	Hourly Rate
III	HS	School Day	Auditorium	\$225
III	HS	School Day	Kitchen	\$60
III	HS	School Day	Conference/Lecture room	\$90
III	HS	School Day	Library	\$120
III	HS	Nonschool Day	Classroom (internal use only)	\$35
III	HS	Nonschool Day	Theater	\$160
III	HS	Nonschool Day	Cafeteria	\$100
III	HS	Nonschool Day	Gym 1 (Main)	\$150
III	HS	Nonschool Day	Gym 2 (Aux)	\$80
III	HS	Nonschool Day	Auditorium	\$225
III	HS	Nonschool Day	Kitchen	\$60
III	HS	Nonschool Day	Conference/Lecture room	\$90
III	HS	Nonschool Day	Library	\$120

**Middle Schools**

Class	School	Day	Rental Area	Hourly Rate
I	MS	School Day	Cafeteria, Kitchen, Library, or Gym 3 (MS)	\$0
I	MS	Nonschool Day	Cafeteria, Kitchen, Library, or Gym 3 (MS)	\$0
II	MS	School Day	Classroom (internal use only)	\$35
II	MS	School Day	Cafeteria	\$30
II	MS	School Day	Gym 3 (MS)	\$50
II	MS	School Day	Kitchen	\$30
II	MS	School Day	Library	\$40
II	MS	Nonschool Day	Cafeteria	\$30
II	MS	Nonschool Day	Gym 3 (MS)	\$50
II	MS	Nonschool Day	Kitchen	\$30
II	MS	Nonschool Day	Library	\$40
III	MS	Nonschool Day	Classroom (internal use only)	\$35
III	MS	School Day	Cafeteria	\$60

COMMUNITY RELATIONS  
NONSCHOOL USE OF SCHOOL FACILITIES

GKD  
(EXHIBIT)

Class	School	Day	Rental Area	Hourly Rate
III	MS	School Day	Gym 3 (MS)	\$100
III	MS	School Day	Kitchen	\$60
III	MS	School Day	Library	\$80
III	MS	Nonschool Day	Cafeteria	\$60
III	MS	Nonschool Day	Gym 3 (MS)	\$100
III	MS	Nonschool Day	Kitchen	\$60
III	MS	Nonschool Day	Library	\$80

**Elementary Schools**

Class	School	Day	Rental Area	Hourly Rate
I	ES	School Day	Multipurpose room, Kitchen, Library, or Cafeteria	\$0
I	ES	Nonschool Day	Multipurpose room, Kitchen, Library, or Cafeteria	\$0
II	ES	School Day	Classroom (internal use only)	\$35
II	ES	School Day	Multipurpose room	\$40
II	ES	School Day	Cafeteria	\$25
II	ES	School Day	Kitchen	\$30
II	ES	School Day	Library	\$30
II	ES	Nonschool Day	Classroom (internal use only)	\$35
II	ES	Nonschool Day	Multipurpose room	\$40
II	ES	Nonschool Day	Cafeteria	\$25
II	ES	Nonschool Day	Kitchen	\$30
II	ES	Nonschool Day	Library	\$30
III	ES	School Day	Classroom (internal use only)	\$35
III	ES	School Day	Multipurpose room	\$80
III	ES	School Day	Cafeteria	\$50
III	ES	School Day	Kitchen	\$60
III	ES	School Day	Library	\$60
III	ES	Nonschool Day	Classroom (internal use only)	\$35

COMMUNITY RELATIONS  
NONSCHOOL USE OF SCHOOL FACILITIES

GKD  
(EXHIBIT)

**Elementary Schools**

III	ES	Nonschool Day	Multipurpose room	\$80
III	ES	Nonschool Day	Cafeteria	\$50
III	ES	Nonschool Day	Kitchen	\$60
III	ES	Nonschool Day	Library	\$60

**Note:** For Classifications I-B, II and III rentals, a \$15 administration fee for each transaction will be added.

**High School Athletic Stadiums—Artificial Turf Football Field / Tracks**

Location	Hourly Rate Classification II	Hourly Rate Classification III
	Daily Rate	Daily Rate
Jefferson/Chapin High School	\$130	\$480
All other campuses	\$130	\$500
Maintenance Fee: Sweep, water turf for event (Single Event)	\$0	\$100

**Note:** User will need to request locker rooms, press box, and concession stand, which are not included as part of the stadium/football field if they wish to use these areas.

**High School Locker Rooms**

Location	Hourly Rate Classification II	Hourly Rate Classification III
	Daily Rate	Daily Rate
All campuses	\$25	\$50

**High School Baseball / Softball Fields**

Location	Hourly Rate Classification II	Hourly Rate Classification III
	Daily Rate	Daily Rate
All campuses	\$70	\$120

**Athletic Fields—Natural Turf Soccer, Football Field**

Location	Hourly Rate Classification II	Hourly Rate Classification III
	Daily Rate	Daily Rate
High schools	\$50	\$80
Middle schools	\$60	\$100
Elementary schools	\$45	\$70

**School Athletic Areas—Guillen Middle School Track and District-wide Tennis Courts**

Location	Hourly Rate Classification II	Hourly Rate Classification III
	Daily Rate	Daily Rate
All campuses	\$15	\$30

**Note:** The hourly rate indicated is for each individual tennis court.

**Professional Development Center**

Location	Hourly Rate Classification II	Hourly Rate Classification III
	Daily Rate	Daily Rate
Teacher's Auditorium	\$75	\$150
Training Room	\$25	\$50

Other Hourly Charges	Hourly Rate
Stadium lighting (This fee will be assessed for Classifications I-B, II, and III rentals)	\$20
Custodial	\$35
Licensed commissioned peace officer	\$50
Professional Theater Technician	\$20
Student Theater Technician	\$10
On-site facility manager	\$35



COMMUNITY RELATIONS  
NONSCHOOL USE OF SCHOOL FACILITIES

GKD  
(EXHIBIT)

<b>Parking Lot</b>	<b>Hourly Rate</b>
Strictly public parking vehicles (50 parking spaces)	\$25
Commercial use—food trucks (an area comprised of five parking spaces)	\$50

<b>Food and Nutrition Services Personnel</b>	<b>Hourly Rate</b>
Specialist	\$21
Cook	\$23
Cafeteria assistant manager	\$27
ES cafeteria manager	\$30
MS/HS cafeteria manager	\$33



## Exhibit D—Community School Facilities Use Agreement

The El Paso Independent School District (hereinafter referred to as “the District”) and \_\_\_\_\_ (“\_\_\_\_\_”), collectively referred to as the “Parties,” enter in to this Community Schools Facilities Use Agreement for the use of certain space at \_\_\_\_\_ School beginning on \_\_\_\_\_ for a period of one year, between the hours of \_\_\_\_\_ a.m. and \_\_\_\_\_ p.m., based on the following recitals and subject to the following conditions:

### Recitals

WHEREAS, the District recognizes the need to build community partnerships to maximize student learning and success;

WHEREAS, the District created a pilot project to create community schools that are both a place and a set of partnerships between the schools and other community resources (community schools are to facilitate an integrated focus on academics, health and social services, youth and community development, and community engagement that leads to improved student learning);

WHEREAS, the District identified \_\_\_\_\_ School as one of the pilot community schools;

WHEREAS, \_\_\_\_\_’s services were identified through a community schools survey as needed services to benefit \_\_\_\_\_ School; and

WHEREAS, \_\_\_\_\_, as a community schools partner, will not be charged a building rental fee for the use of designated facilities;

THEREFORE, the Parties agree as follows:

1. \_\_\_\_\_ will use the designated space at \_\_\_\_\_ School (see Part I) only for the purposes consistent with law and for \_\_\_\_\_ services for the \_\_\_\_\_ School community.
2. \_\_\_\_\_ may modify the space in the following way at its own expense: \_\_\_\_\_.
3. Upon completion of this use, \_\_\_\_\_ will be responsible for restoring the facility to the condition observable prior to this use.
4. The District may cancel this agreement if it is determined that the designated space is needed for school use.
5. The District may revoke its permission to use the facility at any time it is determined that \_\_\_\_\_’s use damages or threatens to damage school property or violates Board policy and/or administrative regulations.
6. \_\_\_\_\_ will not allow the possession or use of alcohol, firearms, illegal drugs, or the use of tobacco products on District property.

COMMUNITY RELATIONS  
NONSCHOOL USE OF SCHOOL FACILITIES

GKD  
(EXHIBIT)

7. \_\_\_\_\_ 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 \_\_\_\_\_.
8. \_\_\_\_\_ also assumes full responsibility for the conduct of any and all persons using the facility during the use by \_\_\_\_\_.
9. \_\_\_\_\_ 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 \_\_\_\_\_'s use of District facilities.
10. \_\_\_\_\_ understands and accepts that the District's insurance provides no coverage for \_\_\_\_\_ or any other user other than the District.
11. \_\_\_\_\_ will exercise due diligence to not send employees or volunteers to work inside any District building(s) if they have a conviction or a history of deferred adjudication for any crime that may pose a serious potential risk of injury to students or other persons working in or visiting in the building(s). It is \_\_\_\_\_'s responsibility to determine the best way to exercise that due diligence.
12. \_\_\_\_\_ will furnish evidence of liability insurance coverage for its facilities use and will name the District as an additional insured on the policy as specified by the District. (See Coverage Required table.)
13. \_\_\_\_\_ agrees to pay its pro rata share of utilities, janitorial, security, and technology costs for the facilities use.
14. This agreement may be renewed annually consistent with the District's community schools policy.
15. \_\_\_\_\_ understands and agrees that its status as a community partner for \_\_\_\_\_ School may change in accordance with future community schools needs assessment surveys, and as such, its facilities use and this agreement may become null and void.
16. The District reserves, and does not waive, its right of sovereign immunity and similar rights, immunities and rights of its officials and employees, and its employees'/officials' rights under the Texas Tort Claims Act.

Executed on this \_\_\_\_\_ (date) day of \_\_\_\_\_ (month), 20\_\_ (year).

Name: \_\_\_\_\_

Position: \_\_\_\_\_

COMMUNITY RELATIONS  
NONSCHOOL USE OF SCHOOL FACILITIES

GKD  
(EXHIBIT)

**Part I**

Name (*print*): \_\_\_\_\_

Position: \_\_\_\_\_  
El Paso Independent School District

**Part II**

Coverage Required	Limit Required	
Comprehensive (Commercial) General Liability  <input type="checkbox"/> Includes products and completed operations, contractual, personal and advertising injury, explosion, collapse, and underground property damage hazard	Policy aggregate	\$1,000,000
	Each occurrence	\$1,000,000
	Products/completed operations aggregate	\$1,000,000
	Damage to rented premises—each occurrence	\$100,000
	Personal/advertising injury	\$1,000,000
Workers' Compensation  <input type="checkbox"/> If the lessee employs persons or officers, coverage required with limits to comply with the requirements of the Texas Workers' Compensation Act	Not applicable	
Employer's Liability  <input type="checkbox"/> If the lessee employs persons or officers	Not applicable	
Automobile Liability  <input type="checkbox"/> If the lessee is an organization/company and owns vehicles that will be brought onto District property	Not applicable	
Umbrella or Excess Liability  <input type="checkbox"/> Excess of primary General Liability, Automobile Liability, and Workers' Compensation Coverage B	Not applicable	

**Additional requirements**

1. All coverages will be issued on an occurrence basis by a company acceptable to the District and licensed to do business in Texas. Such companies will have a Best's Key rating of at least "A–VII."

COMMUNITY RELATIONS  
NONSCHOOL USE OF SCHOOL FACILITIES

GKD  
(EXHIBIT)

2. In addition to certificates of insurance, copies of policy endorsements must be provided, listing the District as an additional insured. If coverage is blanket, endorsements are not needed.
3. The certificate of insurance must provide coverage for the whole term of the rental agreement.
4. \_\_\_\_\_ is responsible for all deductibles, and the District must approve the deductibles selected.
5. \_\_\_\_\_ must provide a 30-day notice of cancellation of any nonrenewal, cancellation, or material change to any of the policies.
6. The certificate of insurance must provide a waiver of subrogation in favor of the District. A copy of the endorsement must be provided unless coverage is on a blanket basis.

The District reserves the right to review the coverage requirements during the effective period of any facilities use agreement and to make reasonable adjustments to the requirements when deemed reasonably prudent by the District based on changes in laws, court decisions, or potential increase in exposure to loss.

Sign and submit with facilities use agreement and proof of coverage:

Name (*print*): \_\_\_\_\_

Position: \_\_\_\_\_

Organization: \_\_\_\_\_

Signature: \_\_\_\_\_