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## 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's signature: \_\_\_\_\_

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

District position: \_\_\_\_\_

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

### 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
	<del>Fire damage liability</del> <b>DAMAGE TO RENTED PREMISES – EACH OCCURRENCE</b>	\$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	

COMMUNITY RELATIONS  
NONSCHOOL USE OF SCHOOL FACILITIES

GKD  
(EXHIBIT)

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."
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 po

COMMUNITY RELATIONS  
NONSCHOOL USE OF SCHOOL FACILITIES

GKD  
(EXHIBIT)

tential increase in exposure to loss.

Sign and submit with rental agreement and proof of coverage:

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

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

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

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

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***For Office Use Only***

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

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

District position: \_\_\_\_\_

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

**SAMPLE OF AN  
ENDORSEMENT SPECIFIC CERTIFICATE  
WITH ATTACHED ENDORSEMENTS**

**ACORD CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)  
01/01/2021

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.

**IMPORTANT:** 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).

<b>PRODUCER</b> ABC Insurance Company 12345 Street City, State 78901 (555) 222-8888	<b>AGENCY CONTACT NAME</b> (Title) _____ (Phone No.) (555) 222-8888      (Fax No.) (555) 222-8888 (Email) _____ (Address) _____ agency email
<b>INSURED</b> Insured Name Address City, State 78901	REVISIONS (AFFORDS COVERAGE)      RAC # ENDORS-1: _____      1234 ENDORS-2: _____ ENDORS-3: _____ ENDORS-4: _____ ENDORS-5: _____

**COVERAGES**      **CERTIFICATE NUMBER:** 12345678      **REVISION NUMBER:**

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 IS 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 PRIOR CLAIMS.

TYPE	TYPE OF INSURANCE	ADD. SUBR. ENDORS.	POLICY NUMBER	POLICY PER. (MM/DD/YYYY)	POLICY PER. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/> <input type="checkbox"/>	12345678	01/01/2021	01/01/2021	EACH OCCURRENCE: \$1,000,000
	<input type="checkbox"/> BLI (BODILY INJURY AND PROPERTY DAMAGE)	<input type="checkbox"/> <input type="checkbox"/>				GENERAL LIABILITY: \$100,000
	<input type="checkbox"/> AD & SI (ADVERTISING AND SALES PROMOTION)	<input type="checkbox"/> <input type="checkbox"/>				AD & SI (per policy): \$5,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY	<input type="checkbox"/> <input type="checkbox"/>				PERSONAL AUTO: \$1,000,000
	<input type="checkbox"/> UMBELLA (UCC) (LIMIT AFFORDS FOR)	<input type="checkbox"/> <input type="checkbox"/>				GENERAL AGENT(S): \$1,000,000
	<input type="checkbox"/> EMPLOYERS LIABILITY	<input type="checkbox"/> <input type="checkbox"/>				PRODUCTS-COMMERCIAL: \$1,000,000
	<input type="checkbox"/> DIRECTORS AND OFFICERS LIABILITY	<input type="checkbox"/> <input type="checkbox"/>				COMBINED SINGLE LIMIT (Auto/UM): \$
	<input type="checkbox"/> FIDELITY AND BONDING	<input type="checkbox"/> <input type="checkbox"/>				BODILY INJURY (per person): \$
	<input type="checkbox"/> PROFESSIONAL LIABILITY	<input type="checkbox"/> <input type="checkbox"/>				BODILY INJURY (per accident): \$
	<input type="checkbox"/> CONTRACTORS POLLUTION LIABILITY	<input type="checkbox"/> <input type="checkbox"/>				PROPERTY DAMAGE (per occurrence): \$
	<input type="checkbox"/> TERRORISM	<input type="checkbox"/> <input type="checkbox"/>				EACH OCCURRENCE: \$
	<input type="checkbox"/> CYBER LIABILITY	<input type="checkbox"/> <input type="checkbox"/>				AGGREGATE: \$
	<input type="checkbox"/> OTHER	<input type="checkbox"/> <input type="checkbox"/>				ELI: \$
	<input type="checkbox"/> EMPLOYERS LIABILITY	<input type="checkbox"/> <input type="checkbox"/>				ELI: \$
	<input type="checkbox"/> FIDELITY AND BONDING	<input type="checkbox"/> <input type="checkbox"/>				ELI: \$
	<input type="checkbox"/> PROFESSIONAL LIABILITY	<input type="checkbox"/> <input type="checkbox"/>				ELI: \$
	<input type="checkbox"/> CONTRACTORS POLLUTION LIABILITY	<input type="checkbox"/> <input type="checkbox"/>				ELI: \$
	<input type="checkbox"/> TERRORISM	<input type="checkbox"/> <input type="checkbox"/>				ELI: \$
	<input type="checkbox"/> CYBER LIABILITY	<input type="checkbox"/> <input type="checkbox"/>				ELI: \$
	<input type="checkbox"/> OTHER	<input type="checkbox"/> <input type="checkbox"/>				ELI: \$

**DESCRIPTION OF OPERATION (CHECK ONE) (REQUIRED) (Additional Remarks/Endorsements may be attached if more space is required)**  
 Event Name/Project Number #  
 Certificate holder is listed as an Additional Insured on the General Liability with respects to liability arising out of your ongoing operations for that insured per the attached endorsement form C02810 (or equivalent). The General Liability includes a Waiver of Subrogation in favor of the Certificate holder per the following endorsement form C02808 (or equivalent). If policies need to be endorsed to have these endorsements added to the policies (please include documentation that a request has been made to the insurance company or a copy of the endorsement needs to be included with this certificate.) 30 Day NDC applies.  
**For Best Practices for C01 - revision date April 2018**

<b>CERTIFICATE HOLDER</b> El Paso Independent School District 6531 Boeing El Paso, Texas 79935	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE SHALL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Agent Signature
---	--

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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 IS AN "OWNER"** of 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:
  - a. **Premises and Operations Operations**  
Your acts or omissions, or 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
  - b. **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

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CMP-4787  
Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CMP-4787 WAIVER OF RIGHTS OF RECOVERY AGAINST  
OTHERS TO US**

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

SCHEDULE

Policy Number:  
Named Insured:

Name And Address Of Person Or Organization:

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

We waive any right of recovery you 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, but only when related 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 other policy provisions apply.

00/00/00

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**SAMPLE OF A  
BLANKET ENDORSEMENT CERTIFICATE**

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)																												
<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>		01/01/2021																												
<p><b>PRODUCER</b> ABC Insurance Company 12345 Street City, State 79901 (999) 999-9999</p>	<p><b>CONTACT NAME:</b> Agency Contact Name <b>PHONE (A/C, No, Ext):</b> 999-999-9999 <b>E-MAIL ADDRESS:</b> agency email <b>FAX (A/C, No):</b> 999-999-9999</p>																													
<p><b>INSURED</b> Insured Name Address City, State 79901</p>	<p><b>INSURER(S) AFFORDING COVERAGE</b></p> <p>INSURER A : H&amp;K Insurance Company NAIC # 01234 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :</p>																													
<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"> <thead> <tr> <th>INSR LTR</th> <th>TYPE OF INSURANCE</th> <th>ADDITIONAL INSURER (A/C, No, Ext)</th> <th>POLICY NUMBER</th> <th>POLICY EFF (MM/DD/YYYY)</th> <th>POLICY EXP (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            (GEN. AGGREGATE LIMIT APPLIES PER:  <input type="checkbox"/> POLICY    <input checked="" type="checkbox"/> PRO. JECT    <input type="checkbox"/> LOC  <input type="checkbox"/> OTHER:         </td> <td></td> <td>12346567</td> <td>01/29/2021</td> <td>01/29/2022</td> <td>           EACH OCCURRENCE \$1,000,000            DAMAGE TO RENTED PROPERTY (E&amp;S) \$100,000            MED EXP (Any one person) \$5,000            PERSONAL &amp; ADV INJURY \$1,000,000            GENERAL AGGREGATE \$1,000,000            PRODUCTS - COMP/OP AGG. \$1,000,000            \$         </td> </tr> <tr> <td></td> <td> <b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY    <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY  <input type="checkbox"/> UMBRELLA LIAB    <input type="checkbox"/> OCCUR  <input type="checkbox"/> EXCESS LIAB    <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DED    <input type="checkbox"/> RETENTION \$         </td> <td></td> <td></td> <td></td> <td></td> <td>           COMBINED SINGLE LIMIT (Ea accident) \$            BODILY INJURY (Per person) \$            BODILY INJURY (Per accident) \$            PROPERTY DAMAGE (Per accident) \$            \$            EACH OCCURRENCE \$            AGGREGATE \$         </td> </tr> <tr> <td></td> <td> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>            ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? <input type="checkbox"/> Y/N    <input checked="" type="checkbox"/> N/A            (Mandatory in NH)            If yes, describe under DESCRIPTION OF OPERATIONS below         </td> <td></td> <td></td> <td></td> <td></td> <td>           PER STATUTE    <input type="checkbox"/> OTH. E.C.            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	ADDITIONAL INSURER (A/C, No, Ext)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR (GEN. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		12346567	01/29/2021	01/29/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PROPERTY (E&S) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG. \$1,000,000 \$		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE <input type="checkbox"/> OTH. E.C. E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ \$
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<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 and the Certificate Holder requires it. 30 Day NOC applies            (Recommended wording per Best Practices - revision date April 2013)</p>																														
<p><b>CERTIFICATE HOLDER</b></p> <p>El Paso Independent School District 6531 Boeing El Paso, Texas 79925</p>		<p><b>CANCELLATION</b></p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p>Agent Signature</p>																												

ACORD 25 (2016/03)

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## **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-A** 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-B** 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 ( <b>MAIN</b> )	=	Refers to a high school main gymnasium
Gym 2 ( <b>AUX</b> )	=	Refers to high school auxiliary gymnasium
Gym 3 ( <b>MS</b> )	=	Refers to middle school gymnasium
<del>Auditorium 1</del> <b>THEATER</b>	=	Refers to high school auditorium/theater <b>THEATER WITH A SEATING CAPACITY OF 350 OR LESS.</b>
Auditorium 2	=	Refers to the Bowie, Coronado, and El Paso High School auditorium/theater <b>HIGH SCHOOL AUDITORIUM WITH A SEATING CAPACITY OF MORE THAN 350</b>

**High Schools**

Class	School	Day	Rental Area	Hourly Rate
I	HS	School Day	Auditorium/ <del>THEATER</del> 4, Cafeteria, Kitchen, Gym 1 ( <b>MAIN</b> ), Gym 2 ( <b>AUX</b> ), Conference/Lecture room, or Library	\$0
I	HS	Nonschool Day	Auditorium/ <del>THEATER</del> 4, Cafeteria, Kitchen Gym 1 ( <b>MAIN</b> ), Gym 2 ( <b>AUX</b> ), Conference/Lecture room, or Library	\$0
<b>II</b>	<b>HS</b>	<b>SCHOOL DAY</b>	<b>CLASSROOM (INTERNAL USE ONLY)</b>	<b>\$35</b>
II	HS	School Day	<del>Auditorium 1</del> <b>THEATER</b>	\$80
II	HS	School Day	Cafeteria	\$50
II	HS	School Day	Gym 1 ( <b>MAIN</b> )	\$75
II	HS	School Day	Gym 2 ( <b>AUX</b> )	\$40
II	HS	School Day	Auditorium 2	<del>\$100</del> <b>\$115</b>
II	HS	School Day	Kitchen	<del>\$25</del> <b>\$30</b>
II	HS	School Day	Conference/Lecture room	\$45

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II	HS	School Day	Library	\$60
II	HS	Nonschool Day	<del>Auditorium 1</del> <b>THEATER</b>	\$80
II	HS	Nonschool Day	Cafeteria	\$50
II	HS	Nonschool Day	Gym 1 ( <b>MAIN</b> )	\$75
II	HS	Nonschool Day	Gym 2 ( <b>AUX</b> )	\$40
II	HS	Nonschool Day	Auditorium <del>2</del>	<del>\$100</del> <b>\$115</b>
II	HS	Nonschool Day	Kitchen	<del>\$25</del> <b>\$30</b>
II	HS	Nonschool Day	Conference/Lecture room	\$45
II	HS	Nonschool Day	Library	\$60
<b>III</b>	<b>HS</b>	<b>SCHOOL DAY</b>	<b>CLASSROOM (INTERNAL USE ONLY)</b>	<b>\$35</b>
III	HS	School Day	<del>Auditorium 1</del> <b>THEATER</b>	\$160
III	HS	School Day	Cafeteria	\$100
III	HS	School Day	Gym 1 ( <b>MAIN</b> )	\$150
III	HS	School Day	Gym 2 ( <b>AUX</b> )	\$80
III	HS	School Day	Auditorium <del>2</del>	<del>\$200</del> <b>\$225</b>
III	HS	School Day	Kitchen	<del>\$50</del> <b>\$60</b>
III	HS	School Day	Conference/Lecture room	\$90
III	HS	School Day	Library	\$120
<b>III</b>	<b>HS</b>	<b>NONSCHOOL DAY</b>	<b>CLASSROOM (INTERNAL USE ONLY)</b>	<b>\$35</b>
III	HS	Nonschool Day	<del>Auditorium 1</del> <b>THEATER</b>	\$160
III	HS	Nonschool Day	Cafeteria	\$100
III	HS	Nonschool Day	Gym 1 ( <b>MAIN</b> )	\$150
III	HS	Nonschool Day	Gym 2 ( <b>AUX</b> )	\$80
III	HS	Nonschool Day	Auditorium <del>2</del>	<del>\$200</del> <b>\$225</b>
III	HS	Nonschool Day	Kitchen	<del>\$50</del> <b>\$60</b>
III	HS	Nonschool Day	Conference/Lecture room	\$90
III	HS	Nonschool Day	Library	\$120

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**Middle Schools**

I	MS	School Day	Cafeteria, Kitchen, Library, or Gym 3 (MS)	\$0
I	MS	Nonschool Day	Cafeteria, Kitchen, Library, or Gym 3 (MS)	\$0
<b>II</b>	<b>MS</b>	<b>SCHOOL DAY</b>	<b>CLASSROOM (INTERNAL USE ONLY)</b>	<b>\$35</b>
II	MS	School Day	Cafeteria	\$30
II	MS	School Day	Gym 3 (MS)	\$50
II	MS	School Day	Kitchen	<del>\$25</del> 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	<del>\$25</del> 30
II	MS	Nonschool Day	Library	\$40
<b>III</b>	<b>MS</b>	<b>NONSCHOOL DAY</b>	<b>CLASSROOM (INTERNAL USE ONLY)</b>	<b>\$35</b>
III	MS	School Day	Cafeteria	\$60
III	MS	School Day	Gym 3 (MS)	\$100
III	MS	School Day	Kitchen	<del>\$50</del> 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	<del>\$50</del> 60
III	MS	Nonschool Day	Library	\$80

**Elementary Schools**

I	ES	School Day	Multipurpose room, Kitchen, Library, or Cafeteria	\$0
I	ES	Nonschool Day	Multipurpose room, Kitchen, Library, or Cafeteria	\$0
<b>II</b>	<b>ES</b>	<b>SCHOOL DAY</b>	<b>CLASSROOM (INTERNAL USE ONLY)</b>	<b>\$35</b>

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II	ES	School Day	Multipurpose room	\$40
II	ES	School Day	Cafeteria	\$25
II	ES	School Day	Kitchen	<del>\$25</del> <b>\$30</b>
II	ES	School Day	Library	\$30
<b>II</b>	<b>ES</b>	<b>NONSCHOOL DAY</b>	<b>CLASSROOM (INTERNAL USE ONLY)</b>	<b>\$35</b>
II	ES	Nonschool Day	Multipurpose room	\$40
II	ES	Nonschool Day	Cafeteria	\$25
II	ES	Nonschool Day	Kitchen	<del>\$25</del> <b>\$30</b>
II	ES	Nonschool Day	Library	\$30
<b>III</b>	<b>ES</b>	<b>SCHOOL DAY</b>	<b>CLASSROOM (INTERNAL USE ONLY)</b>	<b>\$35</b>
III	ES	School Day	Multipurpose room	\$80
III	ES	School Day	Cafeteria	\$50
III	ES	School Day	Kitchen	<del>\$50</del> <b>\$60</b>
III	ES	School Day	Library	\$60
<b>III</b>	<b>ES</b>	<b>NONSCHOOL DAY</b>	<b>CLASSROOM (INTERNAL USE ONLY)</b>	<b>\$35</b>
III	ES	Nonschool Day	Multipurpose room	\$80
III	ES	Nonschool Day	Cafeteria	\$50
III	ES	Nonschool Day	Kitchen	<del>\$50</del> <b>\$60</b>
III	ES	Nonschool Day	Library	\$60

For Classifications **IB**, II and III rentals, a ~~\$715~~ administration fee for each transaction will be added.

High School Athletic Stadiums– Artificial Turf Football Field/Tracks	Hourly Rate Classification II		Hourly Rate Classification III	
	<del>Day Rate</del>	Night <b>DAILY</b> Rate	<del>Day Rate</del>	Night <b>DAILY</b> Rate
Jefferson/Chapin High School	<del>\$100</del>	<del>\$100</del> <b>\$130</b>	<del>\$200</del>	<del>\$200</del> <b>\$480</b>
All other campuses	<del>\$110</del>	<del>\$110</del> <b>\$130</b>	<del>\$220</del>	<del>\$220</del> <b>\$500</b>

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<b>MAINTENANCE FEE: SWEEP, WATER TURF FOR EVENT (SINGLE EVENT FEE)</b>		<b>\$0</b>		<b>\$100</b>
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**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.**

<b>High School Locker Rooms</b>	<b>Hourly Rate Classification II</b>		<b>Hourly Rate Classification III</b>	
	<del>Day Rate</del>	<del>Night</del> <b>DAILY</b> Rate	<del>Day Rate</del>	<del>Night</del> <b>DAILY</b> Rate
Location				
All campuses	<del>\$25</del>	\$25	<del>\$50</del>	\$50

<b>High School Baseball/Softball Fields</b>	<b>Hourly Rate Classification II</b>		<b>Hourly Rate Classification III</b>	
	<del>Day Rate</del>	<del>Night</del> <b>DAILY</b> Rate	<del>Day Rate</del>	<del>Night</del> <b>DAILY</b> Rate
Location				
All campuses	<del>\$50</del>	<del>N/A</del> \$70	<del>\$100</del>	<del>N/A</del> \$120

<b>Athletic Fields–Natural Turf Soccer, Football Field</b>	<b>Hourly Rate Classification II</b>		<b>Hourly Rate Classification III</b>	
	<del>Day Rate</del>	<del>Night</del> <b>DAILY</b> Rate	Day Rate	<b>Night</b> <b>DAILY</b> Rate
Location				
High schools	<del>\$30</del>	<del>N/A</del> \$50	<del>\$60</del>	<del>N/A</del> \$80
Middle schools	<del>\$40</del>	<del>N/A</del> \$60	<del>\$80</del>	<del>N/A</del> \$100
Elementary schools	<del>\$25</del>	<del>N/A</del> \$45	<del>\$50</del>	<del>N/A</del> \$70

<b>School Athletic Areas–Guillen Middle School Track and District-wide Tennis Courts</b>	<b>Hourly Rate Classification II</b>		<b>Hourly Rate Classification III</b>	
	<del>Day Rate</del>	<del>Night</del> <b>DAILY</b> Rate	<del>Day Rate</del>	<del>Night</del> <b>DAILY</b> Rate
Location				
All schools	<del>\$15</del>	<del>N/A</del> \$15	<del>\$30</del>	<del>N/A</del> \$30

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



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<del>Tennis Center</del>	<del>Hourly Rate Classification II</del>		<del>Hourly Rate Classification III</del>	
	<del>Day Rate</del>	<del>Night Rate</del>	<del>Day Rate</del>	<del>Night Rate</del>
<del>Location</del>				
<del>4770 Woodrow Bean</del>	<del>\$125</del>	<del>\$145</del>	<del>\$250</del>	<del>\$270</del>

~~Note: The hourly rate indicated is for the use of all 22 courts and restrooms at the Tennis Center.~~

~~The Tennis Center is located at 4770 Woodrow Bean, El Paso, Texas 79924~~

<del>Professional Development Center</del>	<del>Hourly Rate Classification II</del>		<del>Hourly Rate Classification III</del>	
	<del>Day Rate</del>	<del>Night DAILY Rate</del>	<del>Day Rate</del>	<del>Night DAILY Rate</del>
<del>Location</del>				
<del>Teacher's Auditorium</del>	<del>\$75</del>	<del>\$75</del>	<del>\$150</del>	<del>\$150</del>
<del>Training Room</del>	<del>\$25</del>	<del>\$25</del>	<del>\$50</del>	<del>\$50</del>

<del>Planetarium (120-seat capacity)</del>	<del>Flat Rate Classification II</del>		<del>Flat Rate Classification III</del>	
	<del>Day Rate</del>	<del>Night Rate</del>	<del>Day Rate</del>	<del>Night Rate</del>
<del>Location</del>				
<del>Small public schools and private schools with planetarium (Attendance of 60 or less)</del>	<del>\$100</del>	<del>N/A</del>	<del>N/A</del>	<del>N/A</del>
<del>Large public schools with planetarium (Attendance of 60 or more)</del>	<del>\$250</del>	<del>N/A</del>	<del>N/A</del>	<del>N/A</del>

~~Note: Rental period not to exceed 90 minutes.~~

<del>Other Hourly Charges</del>	<del>Hourly Rate</del>
<del>Stadium lighting THIS FEE WILL BE ASSESSED FOR CLASSIFICATIONS IB, II AND III RENTALS.</del>	<del>\$20</del>
<del>Custodial</del>	<del>\$3035</del>
<del>Licensed commissioned peace officer</del>	<del>\$3550</del>

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Professional <b>THEATER</b> Technician	<del>\$15</del> <b>20</b>
Student <b>THEATER</b> Technician	\$10
On-site facility manager	<del>\$25</del> <b>35</b>
Parking lot:	
• For strictly public parking vehicles (50 parking spaces)	\$25
• For commercial use—food trucks (an area comprised of five parking spaces)	\$50

<b>Food and Nutrition Services Personnel</b>	<b>Hourly Rate</b>
Specialist	<del>\$20</del> <b>21</b>
Cook	\$23
<b>CAFETERIA ASSISTANT MANAGER</b>	<b>\$27</b>
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 into this Community School 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;

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

NOW, 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 tobacco products on District property.
7. \_\_\_\_\_ accepts full responsibility for protecting school property and equipment and assumes any and all liability for repairs or replacement or for any

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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\_\_.

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

District position: \_\_\_\_\_

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

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**Part I**

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

District position: \_\_\_\_\_

**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
	<del>Fire damage liability</del> <b>DAMAGE TO RENTED PREMISES – EACH OCCURRENCE</b>	\$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**

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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. \_\_\_\_\_ 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: \_\_\_\_\_

### Exhibit E

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#### FACILITY USE REQUEST AND AUTHORIZATION FORM

Date: \_\_\_\_\_ Application No. \_\_\_\_\_

#### ORGANIZATION REQUESTING USE OF FACILITY

Organization Name: \_\_\_\_\_ Applicant Name: \_\_\_\_\_  
Applicant Title: \_\_\_\_\_  
Address: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_  
Zip: \_\_\_\_\_ Phone: \_\_\_\_\_ Signature: \_\_\_\_\_

PROPOSED USE OF FACILITY:  
\_\_\_\_\_

SCHOOL SPONSORED Yes  No  DISTRICT SPONSORED Yes  No  Will Admission Be Charged Yes  No

#### FACILITY REQUESTED

Name of School or Other Facility: \_\_\_\_\_ Facility No. \_\_\_\_\_

- |   |   |  |  |
|---|---|--|--|
| <input type="checkbox"/> Auditorium       | <input type="checkbox"/> Fine Arts Theater  | <input type="checkbox"/> Gymnasium-Large       | <input type="checkbox"/> Playground        |
| <input type="checkbox"/> Cafeteria        | <input type="checkbox"/> Choral/Band Room   | <input type="checkbox"/> Toilet Facilities     | <input type="checkbox"/> Tennis Court - No |
| <input type="checkbox"/> Cafetorium       | <input type="checkbox"/> Multi-Purpose Room | <input type="checkbox"/> Baseball Field        | <input type="checkbox"/> Stadium/Lights    |
| <input type="checkbox"/> Kitchen          | <input type="checkbox"/> Community Room     | <input type="checkbox"/> Basketball/Volleyball | <input type="checkbox"/> Parking Area      |
| <input type="checkbox"/> Library          | <input type="checkbox"/> Gymnasium-Small    | <input type="checkbox"/> Track & Field         | <input type="checkbox"/> Field Type        |
| <input type="checkbox"/> Classrooms - No. |   |  |  |

#### REQUESTED DATES AND TIMES

Date: \_\_\_\_\_ Day of the Week \_\_\_\_\_ From: \_\_\_\_\_ AM  PM  to \_\_\_\_\_ AM  PM

Date: \_\_\_\_\_ Day of the Week \_\_\_\_\_ From: \_\_\_\_\_ AM  PM  to \_\_\_\_\_ AM  PM

Date: \_\_\_\_\_ Day of the Week \_\_\_\_\_ From: \_\_\_\_\_ AM  PM  to \_\_\_\_\_ AM  PM

Date: \_\_\_\_\_ Day of the Week \_\_\_\_\_ From: \_\_\_\_\_ AM  PM  to \_\_\_\_\_ AM  PM

Date: \_\_\_\_\_ Day of the Week \_\_\_\_\_ From: \_\_\_\_\_ AM  PM  to \_\_\_\_\_ AM  PM

Copy to Campus Scheduler Initial: \_\_\_\_\_ Schedule with Energy Management Initial: \_\_\_\_\_

#### INSURANCE, BONDING, CLEANING AND SECURITY REQUIREMENTS

Insurance Required \_\_\_\_\_ Performance Bond \_\_\_\_\_  
Non-District Clean-up \_\_\_\_\_ Non-District Security \_\_\_\_\_

Payment of Fees: Applicant will pay all fees ten business days prior to the scheduled event directly to the EPISD Business Services Office. No payments are to be made directly at school sites or to any other District employees, including custodial and food service personnel. If total costs (actual or damage) exceeds paid amount, an invoice will be sent to the address on the request form. Users will have 15 days to pay remaining balance. Once facility has been reserved and payment has been made, fees are non-refundable.

TO BE COMPLETED BY CAMPUS FACILITY USE REQUIREMENTS:

Custodians NO. \_\_\_\_\_ HRS. \_\_\_\_\_

Security NO. \_\_\_\_\_ HRS. \_\_\_\_\_

Other \_\_\_\_\_ NO. \_\_\_\_\_ HRS. \_\_\_\_\_

Check One:  
Function 3102   
Function \_\_\_\_\_

#### APPROVAL/AUTHORIZATION

Principal/Site Administrator \_\_\_\_\_ Date: \_\_\_\_\_

Director Athletics OR Director Maint., Bldgs., & Grounds If Applicable \_\_\_\_\_ Date: \_\_\_\_\_

Reviewed by: Financial Services \_\_\_\_\_ Date: \_\_\_\_\_

Ex. Director, Operations Support Services \_\_\_\_\_ Date: \_\_\_\_\_

Application submitted to:

<input type="checkbox"/> Applicant	<input type="checkbox"/> Facilities
<input type="checkbox"/> Campus Admin	<input type="checkbox"/> Food Serv. Dir.
<input type="checkbox"/> Custodial Ops	<input type="checkbox"/> Police Services
<input type="checkbox"/> Energy Mgrs.	<input type="checkbox"/> _____

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FACILITY USE REQUEST AND AUTHORIZATION FORM  
FOOD SERVICE REQUEST

Description of Food Services Requested:

Menu Specifications:

CAFETERIA/KITCHEN FEES

APPROVALS

Cafeteria Use Fee: \_\_\_\_\_ Hours \$ \_\_\_\_\_  
 Kitchen Use Fee: \_\_\_\_\_ Hours \$ \_\_\_\_\_  
 Food: \_\_\_\_\_ x \$ \_\_\_\_\_ /Plate \$ 0.00  
 Staff: \_\_\_\_\_ x \_\_\_\_\_ Hours 0  
 Utility and Miscellaneous Fees: \$ \_\_\_\_\_  
 Total Food Service/Kitchen Fee: \$ 0.00

\_\_\_\_\_  
Applicant/User Representative Date:

\_\_\_\_\_  
Director Food Services Date:

NOTE: Cafeteria/Kitchen fees are exclusive of fees for use of Cafeteria, Cafetorium or related facilities for other purposes.

\*\*\*\*\*

TERMS AND CONDITIONS APPLICABLE TO THIS AUTHORIZATION

Initials

1. \_\_\_\_\_ Reserved Rights. The use of El Paso Independent School District ("EPISD") facilities is governed by the EPISD Board Policy GKD (Local). Some of the pertinent provisions of that policy are summarized or restated here. A complete copy of Board Policy GKD (Local) is available on request. The EPISD Board of Trustees reserves the right to refuse approval of, and/or cancel, any requested use of an EPISD facility when it deems such action necessary for the best interests of the District.
2. \_\_\_\_\_ Indemnification. Applicant, by submitting the Facility Use Request and Authorization Form, agrees to indemnify the EPISD, its Trustees and employees, and any persons whose property may be within the said facility, of and from any and all loss or damage to property caused by any person or persons attending the meeting or function covered by said Form, and of and from any damage or injury sustained by any person arising out of the holding of such meeting or function. Applicant agrees to indemnify, hold harmless and defend the El Paso Independent School District, its Trustees and employees, of and from any and all claims, suits or actions that may be asserted against any of them, seeking recovery for any injury, damage, or loss, of any nature whatsoever, arising out of our related to Applicant's use of the facility, even if such claimed injury, damage, or loss is attributable, in whole or in part, to the negligence of the EPISD, its Trustees or employees.
3. \_\_\_\_\_ Insurance. Applicant shall furnish general liability and/or casualty insurance in such amounts as determined by the EPISD Associate Superintendent for Operations, when deemed necessary to cover participants and District property associated with the scheduled facility use. Certificates of insurance meeting the minimum requirements determined by the District must be on file with the district prior to use of District facilities.
4. \_\_\_\_\_ Subleasing. Under no circumstances may District facilities be subleased by Applicant. If the Applicant's requested facility use is approved or authorized, such approval or authorization does not constitute or connote approval or authorization to any applicant or for any function, other than as specifically identified on the Facility Use Request and Authorization Form.
5. \_\_\_\_\_ Long-Term Contracts. The District reserves the right to require a more formal, separate contractual license agreement for any applicant who plans to use a facility for a time period of greater than one day.
6. \_\_\_\_\_ Compliance with Applicable Laws. Application agrees to comply with all deferral, state and local on-discrimination laws, including but not limited to the Americans with Disabilities Act (ADA), and that the activities conducted during and in connection with the use of the facility shall in all respects conform to all applicable legal requirements.