



RICHARDSON INDEPENDENT SCHOOL DISTRICT

Facilities Leasing – Terms and Conditions

All facilities owned and operated by the Richardson Independent School District (RISD or the District) are financed and maintained for the sole purpose of promoting the education of the enrolled students of the District. Any other purposes for which District facilities are used shall not in any way interfere with the program of District activities. RISD facilities shall be made available for community use in accordance with Board Policy GKD and administrative guidelines. There is no free use of facilities by non-school users except as set out in these guidelines or as otherwise required by applicable law.

These Terms and Conditions shall be attached to each Facility Lease Agreement and incorporated into the Agreement as if set out in full therein.

GENERAL CONDITIONS

1. RISD has categorized typical users of its facilities into three groups. Group One includes school-sponsored groups and organizations, who may use RISD facilities for approved activities free of charge at most times. The Facility Usage Fee Schedule specifies charges that could be imposed for use when the facility otherwise would be closed. Group Two includes non-profit organizations, such as youth sports organizations that typically serve RISD students. Facility use fees are reduced for these groups. Group Three includes other community organizations. Fees for all groups are included on the Facility Usage Fee Schedule.
2. Facility Leasing. RISD facilities, including certain grounds, are available for use by approved non-school users only in accordance with the terms of these Terms and Conditions and a Facilities Lease that is required for all users. Persons wishing to lease RISD facilities must contact the Facility Leasing Department at 469-593-0100 to obtain a facility use link to initiate the leasing process.
 - a. Advance reservations are required for facility leasing.
 - b. RISD will not lease any facility or premises during any school or district holiday or closure.
 - c. RISD will not confirm a reservation for facility leasing at a campus until all schools have set their calendars for the semester. This timeline normally will occur in late August for the fall semester and late January for the spring semester. Facilities normally are not available for leasing before the school year begins or after the school year ends except by special arrangement.
 - d. RISD operates after school child care programs at most of its campuses from the time school is dismissed until 6:00 p.m. RISD will not lease campus facilities for any activity that would begin before 6:00 p.m.
 - e. After School Use – A campus principal has the discretion to allow the use of space campus in accordance with District guidelines from the time school is dismissed until 6:00 p.m. for groups serving the campus's students or affiliated with the campus. Any non-school use after 6:00 p.m. must be arranged through Facility Leasing.
 - f. Campus principals are not authorized to enter into any contractual agreement for use of RISD facilities or property. All contract for use of any RISD facility must be arranged through the Facility Leasing Department.
 - g. All leasing activities must conclude no later than 11:00 p.m. No late night or overnight use of facilities is permitted.
 - h. Any leasing at an RISD stadium must conclude by 10:00 p.m. No stadium lights may be illuminated after 10:00 p.m.
 - i. Conflicts with School Activities – The District shall have first priority for use of its facilities to carry out the mission of the District. RISD may unilaterally cancel any agreement for the use of any facility if the District determines, in its sole discretion, that it needs to use the facility. RISD will attempt to provide as much advance notice of such cancellation as it reasonably can provide and will attempt to reschedule the event to another facility or to another date if possible.
 - j. RISD reserves the right to cancel a lease agreement at any time if the District determines that the planned use of the facility would be unsafe or unlawful.
3. Permissible Users of School Facilities. RISD will lease its available facilities in accordance with administrative guidelines to non-profit organizations and non-profit community organizations (e.g., youth sports organizations, higher education groups, homeowners' associations, community churches, etc.). Refer to the Use of Athletic Facilities section below. Any non-school organization may be required to submit an official roster of members and/or attendees.
4. School Clubs – Beginning with the 2017-2018 school year, the forming of a new after school club, meeting during the hours of 3pm-6pm, will require the Principal to contact their Executive Director for approval. All currently active after school clubs will be grandfathered into previous guidelines. Non-profit clubs will not be charged fees for meeting between 3pm and 6pm, Monday through Friday.
5. Elections and Political Meetings – In accordance with applicable law, RISD shall make its building available for use as

polling places in any election that covers territory in which the buildings are located. If more than one authority requests the use of the buildings for the same day and simultaneous use is impractical, the District shall determine which authority may use the building. RISD also shall make its buildings available for use by a precinct, county, or senatorial district convention. District premises may not be leased for other political meetings. RISD will not charge a leasing fee, including a charge for personnel, utilities, or other expenses if the election or authorized political convention occurs on a day on which the building is normally open. If the event occurs on a day on which the building is not normally open, RISD may charge for its actual expenses resulting from use of the building for the election.

6. Adult Sports – RISD will not lease its facilities or grounds for adult sports organizations or activities.
7. Personal Use – District facilities and grounds are not available for personal use or personal financial gain.
8. Compliance with State & Federal Laws. All use of RISD facilities must be in strict accordance with the requirements or all applicable federal, state, and local statutes, regulations, and rules prohibiting discrimination on the basis of race, religion, color, sex, national origin, physical or mental disability, age, or other protected categories. All use of RISD facilities shall be in accordance with applicable federal, state, local law and regulations or ordinances. Use of school facilities shall not be allowed for the purpose of advancing any doctrine or theory subversive to the Constitution or laws of the State of Texas or of the United States or for any inherently dangerous activity. No person may engage in any illegal activity while using any RISD facility. The lessee, solely, is responsible for obtaining any permit or governmental approval required for the activity.
9. Firearms/Weapons – RISD schools are gun-free zones. A person shall not knowingly, intentionally, or recklessly enter school premises with a firearm or illegal weapon listed in Penal Code 46.06(a) unless pursuant to written regulations or written authorization of the District.
10. Alcoholic Beverages, Tobacco Products and Firearms – RISD prohibits smoking or use of tobacco or tobacco-related products, and electronic cigarettes or vaping products at all of its facilities and premises. RISD also prohibits the use, sale, distribution, or possession of alcoholic beverages its premises or on other property under the jurisdiction of the school. The possession of any alcohol or alcoholic beverage for consumption, sale, or distribution while on the grounds or in a building of any school in the District or while entering or inside any enclosure, field, or stadium where any athletic event sponsored or participated in by a school in the District is being held, constitutes a Class C misdemeanor. No smoking or use of smokeless tobacco cigarettes, cigars, pipes, snuff, chewing tobacco, or electronic smoking or vaping product shall be permitted on the property of the RISD.
11. False Information and Other Grounds for Termination of Lease – Facility usage is a privilege. All information that an individual or organization provides to RISD in connection with any lease agreement must be true, correct, and complete and must accurately describe the nature of the activity for which the facility is being leased. Any misrepresentation or material omission by an organization or individual on any documents required for facility leasing, abuse of property, and/or non-payment of any leasing charge or fee may result in immediate termination of the lease agreement. The lessee and any participants will be denied entry or must vacate the premises immediately if a lease agreement is terminated for these reasons. RISD further reserves the right to refuse to enter into a lease agreement in the future with any individual or organization whose lease agreement is terminated for these reasons.
12. Facilities Not Available for Lease. RISD will not lease the following facilities to non-school affiliated groups:
 - a. Administration Building
 - b. Administration Annex
 - c. Operations Center
 - d. Arzell Ball Center (ABC)
 - e. Christa McAuliffe Learning Center
 - f. RISD Newcomer Center
 - g. Campus classrooms, libraries, or kitchen facilities
 - h. Any concession facility (*Note: RISD has entered into an exclusive concession contract with an approved vendor. No leasing arrangement may conflict or compete with the concession contract.*)
13. Damage to RISD Property. All lessees are responsible for providing appropriate supervision of all activities occurring on leased premises. Participants must demonstrate appropriate behavior and not engage in any activity that could damage RISD premises. Lessees are responsible for returning the premises to RISD in the same condition it was in at the time of the lease, normal wear and tear excepted. Lessees are responsible for payment for all damages to RISD property sustained during the time of or as a result of the lease. School officials shall be the sole judges of any damages to school property.

14. **Alteration of Facilities.** Lessees may not alter RISD facilities or grounds in any way. Lessees may not place nails or other items in walls.
15. **Movement of Furniture & Equipment.** The Lessee shall not move any furniture or equipment without the written approval of the Facility Leasing Department. A lessee must notify RISD at the time of leasing if it desires the removal or movement of any furniture or equipment in the leased space. Based upon the request, furniture or equipment movement charges may apply.
16. **Custodial Services.** The District shall have a custodian or other designated employee in the building throughout the time the facility is in use. This person shall be responsible for opening and closing the facility, but is not responsible for supervising the Lessee's group or its activities. Charges for custodial services will be included in the facility lease fee. Lessees may not pay RISD employees directly and may not tip employees.
17. **Security.** RISD will determine, in its sole discretion, whether security services shall be required for the lease. The District will determine the number of security officers required and the number of hours security personnel shall be present. The Lessee must submit payment for the required security officers at least five District business days before the event is scheduled, or the reservation will be canceled.
18. **Indemnification.** By entering into a lease agreement for RISD facility use, the Lessee agrees to defend, indemnify, and hold RISD, its elected officials and employees, harmless against any and all claims, lawsuits, judgments, costs, administrative actions or fees or fines, legal fees and expense for personal injury (including death), property damage or other harm for which recovery of damages is sought that may arise out of or be occasioned by the Lessee's use of RISD facilities or breach of any of the terms or provisions of the lease agreement, or by any negligent act of Lessee or their attendees or participants, in the performance or use of the lease agreement. The provisions of this paragraph are solely for the benefit of the parties to the lease agreement and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. By entering into any lease agreement, RISD does not waive any immunity or defense available to it under applicable law.
19. **Facility Use During COVID-19 Pandemic Crisis.** All facility use must comply with applicable state and local public health guidelines including occupancy capacity, social distancing expectations, and use of personal protective equipment. RISD will add a cleaning and sanitization fee in addition to other applicable fees for use of indoor facilities. RISD reserves the right to cancel any agreement immediately if Lessees and their participants fail to comply with applicable public health guidelines.

USE OF RISD ATHLETIC FACILITIES

RISD's athletic facilities were constructed for the primary use by RISD athletic teams and students. Special arrangements must be made for uses of a different nature. RISD athletic facilities may not be used by outside groups without a facility lease agreement approved by the Facility Leasing Department. No coach or other campus personnel may authorize any non-school use of an RISD athletic facility including gyms and fields.

Gymnasiums

1. RISD will not lease gymnasiums for any outdoor sports activity.
2. Lessees and their participants must wear only regular basketball rubber-soled shoes on the gymnasium floors.
3. The facility lease does not include the use of dressing rooms, mats, or other equipment in the gymnasium area. Special arrangements must be made in advance if locker or dressing room use is desired.
4. Coaches for individual teams within a youth sports organization may not reserve District facilities for their teams. The youth sports organization must reserve the facility.
5. School athletic activities have priority at all times and may cause the cancellation or rescheduling of reserved facilities.
6. Children must be supervised by adults at all times in RISD facilities.

Natatoriums

RISD does not lease generally its natatoriums. The District does have a cooperative arrangement with the city of Richardson for use of the facilities for municipal swimming activities.

Tennis Courts and Running Tracks

All District tennis courts and running tracks at high school “B” fields are available to the community when not needed by the District, on a first come, first served basis except for Eagle/Mustang Stadium. Roller blades, skates, motor bikes, bicycles, or other sports and activities are not allowed.

Tracks, Baseball and Softball Fields

RISD does not lease its tracks, baseball, softball, or practice fields

SCHOOL GROUNDS AND SPECIAL USE FACILITIES OR EQUIPMENT

Elementary School Grounds. The outdoor facilities at each elementary campus are available after 6:00 p.m. to the public, free of charge, on a first come, first served basis. No organization or group may claim exclusive use of school grounds.

Parking Lots. RISD parking lots are available only for RISD parking or for use by school-sponsored groups.

Kitchens. RISD does not lease kitchens. Any after hour use of a kitchen must be approved in advance by Child Nutrition.

Pianos. RISD does not lease pianos for use by third parties. Lessees may not use any pianos or other musical equipment located in a leased area.

Audiovisual Equipment. Audiovisual equipment located in any leased area is not available for use.

Instructional Materials. Textbooks and other instructional materials located in a leased area are not available for use.

PAYMENT AND FEES

20. Facility Leasing Fees. Facility leasing fees will be calculated based on the RISD Facilities Usage Fee Schedule. The Fee Schedule is posted at <https://web.risd.org/home/facility-use/> and is available from the Facilities Leasing Department. RISD reserves the right to change the fee schedule as appropriate. Fee increases will be effective the next business day after the change is published.
21. Lease Payments. All facility leasing fees must be paid in a timely manner as set out below. RISD will cancel the reservation and invalidate the lease agreement if payment is not timely received.
 - a. Payment for lease/rental must be submitted to the Facility Leasing Department upon receipt of invoice. Payment should be received no later than 10 business days after date of invoice.
22. Deposit. A refundable deposit of \$200 will be required for any organization that has not previously rented from the District. RISD reserves the right to require a deposit for any lease reservation depending upon the nature of the requested activity or the length of time the lessee asks RISD to hold a reservation.
23. Payments to District Employees. All facility leasing fees shall be paid directly to the Facility Leasing Department. No leasing payments or other fees may be paid to or collected by other RISD employees. Lessees should not offer to pay an honorarium or “tip” to the assigned custodian or other designated District employee.

INSURANCE REQUIREMENTS

Each lessee shall provide an original Certificate of Insurance, with RISD named as the Certificate Holder, prior to the date of the scheduled event. Lessee shall be liable for all bodily injury and property damage occurring during the time Lessee is in possession of the premises. Any damage to the school facility shall be repaired or replaced within thirty (30) days from the date of said damage. If repairs are not made by the Lessee within such time, Lessor shall have the right to make any such repairs and bill the Lessee for the costs of same.

Lessee shall be required to maintain the following minimum limits of liability while occupying the premises:

\$1,000,000 Each Occurrence

		\$2,000,000	General Aggregate
\$100,000	Damage (Any One Fire)		
\$5,000	Med/Exp (Premises Med Pay)		

Insurance policies shall list the Richardson Independent School District as an additional insured and shall be written by an "A" or better BEST rated company. Richardson Independent School District may request proof of workers' compensation insurance coverage.

LEASING PROCEDURES

1. Anyone requesting use of an RISD facility must first complete an RISD Facility Request Form.
2. All lease requests must be submitted to the RISD Facility Leasing Department.
3. Any special set-up, equipment, or arrangements must be included on the Facility Request Form and will be taken into consideration in calculating the facility use fees.
4. Lessee must complete and file the necessary RISD Facility Request Form before the District can provide an estimated fee determination or determine facility availability.
5. Any non-school affiliated organization claiming to have a non-profit status must file a Form 501(3)(c) from the Internal Revenue Service, or an alternative document from the Comptroller of Public Accounts of the State of Texas documenting the claim with the Facility Leasing Department.
6. Upon approval of a Facility Request and receipt of all required information and documents, RISD will issue a lease agreement authorizing the use of school facilities. The facility reservation is not finalized until the lessee executes the lease agreement. All fees, original certificate of insurance, and any other required item must be received in the Facility Leasing Department no later than five RISD business days before the first scheduled activity. The Facility Leasing Department will distribute the executed lease agreement to the school principal, energy management office, custodial supervisor, maintenance supervisor, and the security office. The lease agreement shall serve as the permit for facility use and must be presented upon request at any time during the approved facility use.
7. The Lessee is responsible for ensuring that all activities occur under constant, competent, adult supervision of Lessee and its representatives. Lessee's representative is responsible for restricting the group's access to only the specifically leased area and for protecting the facility and its contents from abuse by the group's participants and anyone entering the facility.
8. The District's "building representative" on duty during the lease will be responsible for the operation of the facilities, but is not responsible for supervising the Lessee's group or its activities.

MISCELLANEOUS

1. All lease agreements shall be subject to the laws of the State of Texas and venue for any action arising out of a lease agreement shall lie in Dallas County, Texas.
2. Any disputes arising out of a lease agreement shall be resolved informally, where possible, through conference with the Senior Executive Director of Operations. With respect to any dispute that cannot be promptly be resolved through informal conference, Lessee shall present such dispute to the District in writing pursuant to Board Policy GF -- Public Complaints. The timelines set out in that policy shall be followed. A copy of the policy is available at <https://pol.tasb.org/PolicyOnline/PolicyDetails?key=370&code=GF#legalTabContent> or from the Facility Leasing Department.
3. Lessee may not assign an Lease Agreement to any person or entity.
4. The parties to this Agreement may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to acts of God, acts or orders of the Government (national, state, or local) in its sovereign (and not contractual) capacity that makes performance impossible or illegal, fires, floods, epidemics, quarantine restrictions, public health emergencies, or unusually severe weather that forces road closures which make travel and access to locations and/or facilities impossible. In all such events where performance is delayed or prevented, the affected party shall nonetheless exert reasonable efforts to remove said causes and resume performance hereunder.
5. The executed Lease Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the parties and/or their representatives. Any representations, promises, or guarantees made but not stated in the executed Lease Agreement are null and void and

of no effect. Neither party may revise, alter, or otherwise diverge from the terms or conditions contained in the executed Lease Agreement without a written amendment signed by both parties.

6. Lessee may be able to cancel an executed Lease Agreement without penalty by submitting a written notice to the Facility Leasing Department via email at the following email address: facility.leasing@risd.org. Cancellation details and any associated fees will be determined and communicated to Lessee during the leasing approval process.