



## 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.

### GENERAL CONDITIONS

- 1) RISD has categorized typical users of its facilities into three groups. Fees for all groups are included in the Facility Leasing Fee Schedule.
  - a. **Group I** School-sponsored groups and organizations, who may use RISD facilities for approved activities free of charge at most times.
  - b. **Group II** RISD approved non-profit organizations, such as youth sports organizations that typically serve RISD students.
  - c. **Group III** Non-district community organizations or businesses.
  
- 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 an RISD facility must provide proof of liability insurance through the facility leasing system. For additional support, email [Facility.Letting@risd.org](mailto:Facility.Letting@risd.org).
  - a. **Availability** Leasing is not available while school is in session, during official RISD holidays, if a campus is closed, or between the hours of 10 p.m. to 7 a.m. All leasing activities must conclude no later than 10 p.m. No late night or overnight use of facilities is permitted.
  - b. **After School Use** Any non-school use after 6:00 p.m. must be arranged through Facility Leasing, fees may be applied.
  - c. **Requests** Leasing requests must be submitted a minimum of 14 days prior to the event date. Leasing requests are approved once all campus events are scheduled and confirmed.
  - d. **Contractual Agreements** All contract for use of any RISD facility must be arranged through the Facility Leasing Department. Campus principals are not authorized to enter into any contractual agreement for use of RISD facilities or properties.
  - e. **Conflicts with School Activities** The District shall have 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.
  - f. **Unsafe or Unlawful** 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.
  - g. **Inclement Weather** If RISD closes campuses due to severe weather conditions, all leases may be cancelled. The rescheduling of district events will take priority over all other events. This may lead to an approved event being cancelled, relocated, and / or rescheduled. A credit will be issued for impacted reservations.
  - h. **Payments** All payments must be made through the RISD Facility Leasing System. Direct payment (cash, check, electronic transfer) to an affiliated district employee is prohibited. See Payment and Fees section.
  
- 3) **Personal Use** District facilities and grounds are not available for personal use or personal financial gain.
  
- 4) **PTAs and School Clubs**
  - a) **Non-profit** student groups events will not be charged fees for meetings.
  - b) **Profitable or fund-raising** events may be charged in accordance with the Facility Leasing Fee Schedule.
  - c) **After 6:00 p.m.** requests will be made to go through Facility Leasing to allow proper coordination of after-hour leases.



RICHARDSON INDEPENDENT SCHOOL DISTRICT  
Facilities Leasing – Terms and Conditions

**GENERAL CONDITIONS (Continued)**

- 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 facility. RISD shall also make its buildings available for use by a precinct, county, or senatorial district conventions; however, District premises may not be leased for other political meetings. No leasing fee, including charges for personnel, utilities, or other expenses, will be assessed when an election or authorized political convention is held on a day the building is normally open. If the event occurs on a day when the building is not normally open, a building-use fee covering staffing, utility usage, and other related expenses may be charged.
- 6) **Adult Sports** RISD facilities and outdoor spaces may be leased to adult sports organizations or activities only when the organization has an established partnership with Richardson ISD or when approval has been granted by Executive Leadership and the Leasing Department. All requests are subject to District review and approval, and RISD reserves the right to deny any request that does not align with District priorities, policies, or facility availability.
- 7) **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.
- 8) **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.
- 9) **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 on 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.
- 10) **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.
- 11) **Animals** are not permitted on any RISD campus unless they are registered service animals or have been otherwise approved by the Leasing Department.



## RICHARDSON INDEPENDENT SCHOOL DISTRICT Facilities Leasing – Terms and Conditions

### **GENERAL CONDITIONS (Continued)**

- 12) **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 damage to school property.
- 13) **Alterations of Facilities** Lessees are prohibited from altering the facility or grounds in any way.
- 14) **Movement of Furniture & Equipment** The lessee shall not move furniture and equipment (cafeteria tables, bleachers, any electronic equipment, etc.) in the leased space. If any of the listed items in the leased space need to be moved, notify the building representative or contact the after-hours number, (469) 593-0911.
- 15) **Custodial Services** The district shall provide a custodian or other designated employee to remain in the building for the duration of the facility use. For events scheduled on weekends, custodial services are required to ensure the property is prepared for the next school day. Charges for custodial services will be included in the Facility Leasing Fee Schedule.
- Custodial responsibilities include:
- Opening and closing the facility to a scheduled lessee
  - Trash removal
  - Restocking restroom supplies, if necessary
  - Sweeping, mopping, vacuuming, if necessary
  - Custodians are not responsible for supervising the lessee's group or its activities.
- 16) **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. Fees may be applied for armed or unarmed security officers. Charges for services will be included in the Facility Leasing Fee Schedule.
- 17) **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.
- 18) **Facility Use During a 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 athletic facilities are primarily intended for use by RISD athletic teams and students. Any use of these facilities for non-school-related activities requires special arrangements and prior approval.
- Outside organizations or groups may not use RISD athletic facilities without a facility lease agreement approved by the Facility Leasing Department.
- **Campus personnel are not authorized to approve non-school use of any RISD athletic facility, including gymnasiums and athletic fields.**



## RICHARDSON INDEPENDENT SCHOOL DISTRICT Facilities Leasing – Terms and Conditions

### **USE OF RISD ATHLETIC FACILITIES (Continued)**

- RISD school athletic activities shall have scheduling priority at all times and may result in the cancellation or rescheduling of previously reserved facilities.

#### **Gymnasiums**

- a. RISD will not lease gymnasiums for any outdoor sports activity.
- b. Lessees and participants must wear appropriate, non-marking, rubber-soled athletic shoes while on gymnasium floors.
- c. The facility leases do not include access to dressing rooms, mats, or other gymnasium equipment unless specifically approved in advance.
- d. Coaches of individual teams within a youth sports organization may not independently reserve District facilities for team use.
- e. All reservations for youth sports organization must be submitted through the organization and coordinated with the Leasing Department in accordance with all applicable terms and conditions.

**Natatoriums** Only leased to RISD approved organizations.

**Tennis Courts** All District tennis courts are available for community use when not being used by the District or during a scheduled leased event. Lessee must be able to provide proof of lease upon request by RISD. The following are prohibited on tennis courts: roller blades, skates, skateboards, motor bikes, bicycles, and any other sport or activity that is unrelated to tennis.

**Baseball / Softball Fields** Only leased to RISD approved organizations. Metal spiked shoes are prohibited on fields.

**Athletic “B” Fields** All District “B” fields are available for community use when not being used by RISD or during a scheduled leased event. Lessees must be able to provide proof of lease upon request RISD. Food of any kind is prohibited on turf fields.

**Stadiums** Only leased to RISD approved organizations. Food of any kind is prohibited on turf 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 an approved event through the Leasing Department.

**Kitchens** are available for lease by Group I organizations only. All requests must be submitted through the Leasing Department.

- a. All kitchen leases require the presence of a kitchen manager, and applicable fees will apply. The Child Nutrition Department will determine the number of staff required to supervise the event.
- b. Schools and kitchens do not provide food, plates, drinkware, disposable utensils, or napkins.
- c. Schools and kitchens do provide the use of kitchen equipment, pots, pans and serving utensils under the supervision of the kitchen personnel on duty.
- d. Kitchen personnel on duty are responsible for post-event cleanup and sanitation in compliance with health regulations.
- e. A deposit may be required upon event approval, depending on the size and scope of the event.
- f. Unauthorized use of kitchens will result in a \$150 fee. Refer to the Facility Leasing Fee Schedule for additional pricing information.

**Musical Instruments** Lessees may not use any musical equipment located in a leased area.

**Audiovisual Equipment** Use of audiovisual equipment requires an RISD approved audiovisual technician to operate the equipment fees will apply.

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



RICHARDSON INDEPENDENT SCHOOL DISTRICT  
Facilities Leasing – Terms and Conditions

**SCHOOL GROUNDS AND SPECIAL USE FACILITIES OR EQUIPMENT (Continued)**

**Miscellaneous Equipment** Miscellaneous equipment, including but not limited to food trucks, water slides, bounce houses, and kiddie pools must be provided by the lessee and is subject to prior approval from RISD Facility Leasing.

**PAYMENT AND FEES**

**Facility Leasing Fees**

- a. Facility leasing fees are provided in the Facility Leasing Fee Schedule [web.risd.org](http://web.risd.org)
- b. RISD reserves the right to change the fee schedule as appropriate.
- c. Fee increases will be effective the next business day after the change is published.
- d. A 3.5% processing fee will be applied to online payments.
- e. A reservation fee equal to 10% of the lease amount is required.
- f. Additional charges may apply if the rental event exceeds the reported attendance, utilizes additional spaces, or creates a need for additional personnel. Such charges will be determined by the Facility Leasing Department.

**Deposits**

- a. RISD reserves the right to require a deposit for any lease reservation based on the nature of the requested activity or length of time the lessee requests RISD to hold a reservation.
- b. Kitchen rentals may require a deposit as determined by the Child Nutrition Department.

**Payments**

- a. All facility leasing fees must be paid upon receipt of invoice. Payment should be received no later than ten (10) business days from the invoice date.
- b. RISD reserves the right to cancel the reservation and invalidate the lease agreement if payment is not received by the due date. The Facility Leasing Department may also suspend future reservation privileges until all outstanding balances are paid in full.
- c. All payments must be submitted through the RISD Facility Leasing System.
- d. Direct payment or tips, including cash, checks, or electronic transfers, to any affiliated district employee are strictly prohibited.

**Lessee Cancellations**

- a. The lessee may cancel a scheduled event **five (5) days** prior to the event to receive a refund. (*Note: Convenience and payment processing fees are non-refundable.*)
- b. Cancellations made less than twenty-four (24) hours prior to the scheduled event start time, as well as no-shows, will be charged one hundred percent (100%) of the rental charge.
- c. If the Facility Leasing System does not allow the Lessee to cancel or modify a reservation, the Lessee must submit a cancellation request by email to [Facility.Letting@risd.org](mailto:Facility.Letting@risd.org). The date and time of the email will serve as the official cancellation timestamp.
- d. A Lessee who is thirty (30) or more minutes late for a scheduled event without prior notification to the Facility Leasing Department may be considered a no-show and will be charged one hundred percent (100%) of the rental charge.
- e. Repeated late cancellations, no-shows, or violations of this policy may result in suspension or revocation of future reservation privileges.



## RICHARDSON INDEPENDENT SCHOOL DISTRICT Facilities Leasing – Terms and Conditions

### **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 submit proof of insurance requirements for approval.
2. All lease requests must be submitted through the RISD Facility Leasing Platform.
3. Any special set-up, equipment or arrangements must be included in the request.
4. 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.
5. The facility reservation is not finalized until the lessee agrees to the Terms and Conditions and the approval process has been completed and accepted by the Leasing Coordinator.
6. The 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 Facility Leasing Department will coordinate and distribute the leasing information to the appropriate RISD departments: including but not limited to the school principal, energy management office, custodial supervisor, maintenance supervisor, and the security office.
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.

### **LESSEE'S RESPONSIBILITIES**

1. All lessees are responsible for providing appropriate supervision of all activities occurring on leased premises
2. Lessees must restrict the group's access to only the specifically leased areas and protect the facility and its contents from abuse or damage caused by participants or anyone entering the facility.
3. Doors and windows are to be secured at all times. Do not prop open or unlock doors.
4. Lessees must provide an anticipated attendee count when scheduling an event.
5. Lessees must maintain current contact information within the Leasing System to keep their account active.
6. Events must be cancelled within the time frame specified in the "Payments and Fees" section.
7. A group representative must have access to proof of lease for the organization at all times while on RISD premises.
8. Attendees must utilize designated parking locations. Parking on sidewalks, fire lanes, or grass is prohibited.
9. Participants must demonstrate appropriate behavior and refrain from engaging in activities that could damage RISD property or premises.
10. Lessees are responsible for returning the premises to RISD in the same condition as it was at the beginning of the lease, excluding normal wear and tear.



RICHARDSON INDEPENDENT SCHOOL DISTRICT  
Facilities Leasing – Terms and Conditions

**LESSEE’S RESPONSIBILITIES (Continued)**

11. The lessee is responsible for all personal property, equipment, and materials brought onto RISD premises. RISD is not responsible for items that are lost, stolen, damaged, or left behind and cannot serve as a lost-and-found facility. Any items remaining on District property after the conclusion of the event may be removed or disposed of at the District's discretion.
12. Lessees are financially responsible for any damage to RISD property sustained during or resulting from the lease period. School officials shall be the sole judges of any damage to school property. Damages must be reported to [Facility.Leasing@risd.org](mailto:Facility.Leasing@risd.org)
13. **If immediate assistance is needed, contact the RISD Security Department (469) 593-0911.**

**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 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. Located at [Board Policy GF](#)
3. Lessee may not assign a 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.