

Tyler ISD

Facilities Rental

and

Usage Handbook

Revised January 2020

Members of the Facilities Committee

Chief of Staff

Ronald K. Jones

District Rental Operations Administrator

Coordinator of Government Relations, John Landes

Facilities Administration

Director of Facilities Services, Tim Loper

Supervisor of Maintenance Services, Robert Grant

Risk Management

Coordinator of Purchasing/Risk Management, Ramsey Starks

Athletic Facilities

Director of Athletics – Greg Priest

Caldwell Auditorium

Principal, Caldwell Arts Academy – Bobby Markle

Management Information Systems

Chief Information Officer, Kevin Bogue

COMMUNITY USE OF SCHOOL FACILITIES

Like most Texas public school systems, Tyler ISD opens its doors for use by the public. However, this community use of Tyler ISD facilities is a public service, in recognition of the community's contribution to the public schools. District facilities are not automatically open for public use – by default, all school facilities are operated for school purposes and therefore are not public. Exceptions to this general policy are created by school district policy and procedure.

This Handbook is designed to help community organizations and others understand the availability of District facilities, the regulations and cost for using them, and the expectations of Tyler ISD when making its facilities available for use by others. This handbook is an integral part of any contract to rent or lease a District facility.

General rules, processes, and policies are set forth herein, as well as specific matters related to particular facilities or uses. Please read and review the Handbook carefully before submitting a rental request.

GENERAL

1. All use of school facilities by non-district entities shall be approved by district-designated staff appropriate to the facility in question. Athletic facilities will be approved through the Athletics department director or designee. Caldwell Auditorium rental requests will be approved through the Caldwell Arts Academy administrative staff (principal or designee). The campus principal or designated staff will approve rental requests for other campus facilities. Other district facility rental requests will be approved by the highest-ranking administrator housed on site or staff designated by that administrator. Approvers may coordinate with the Facilities Department, Custodial Department, Visual and Performing Arts Department or Athletic Department, as appropriate for the facility.
2. All rental requests (with the exception of UIL playoff games) must be made through the district authorized software. An overview of the process is listed below.
3. The District's policies and regulations are designed in recognition that the District's ability to access its own facilities for school purposes always remains primary. School officials may not lease school property for community use in a way that might interfere with the primary educational purpose of the school facilities. School buildings and other facilities may be made available to groups that wish to conduct activities that promote, stimulate, and foster the interest of students and the community, as well as activities that promote the efficiency of the school district. Programs serving District students will be given priority for use.
4. Rental requests will not be approved if required district staff (supervisor, custodian, etc.) are unavailable for the event, or the event is otherwise prohibited as detailed in the handbook.
5. The District may charge a reasonable fee for community use. The Texas Constitution prohibits school districts from spending district resources to serve non-school purposes. Organizations often question why they cannot utilize school facilities without charge. Texas law prohibits Tyler ISD from making an improper gift of public (taxpayer) funds, which includes the use of its facilities and resources without any payment or benefit to the District.
6. Tyler ISD does not set fees based on the content or viewpoints expressed or represented by organizations using its facilities, but may charge different fees based upon the type of use and/or the status (e.g., profit or non-profit) of the leasing entity.

7. Leasing entities may not offer direct payment of compensation to district staff who work to keep a facility open, as this may lead to violation of labor standards. All payments and fees shall be coordinated by and through District administration, and should never be made directly to individual District employees.

8. The District requires organizations or individuals using school facilities to release and hold harmless the District from liability for personal injury and/or damages to personal property and to indemnify the District against all such claims or losses, as discussed further herein. **All groups using school facilities will be held responsible for the cost of damages incurred during their use.**

9. Priorities for scheduling the use of District facilities shall be as follows:

- a. The regularly scheduled educational program, including instructional activities: meetings, practices, and performances of school-sponsored groups, and staff meetings related to school business.
- b. Meetings and other activities of school support groups organized for the sole purpose of supporting the schools or school-sponsored activities.
- c. Meetings and other activities of groups made up primarily of school-aged children.
- d. Meetings of employee organizations. NOTE: facility fees shall not apply to meetings of employee organizations pursuant to Board Policy DGA (LOCAL).
- e. Meetings and activities of other groups on a first-come, first-served basis.

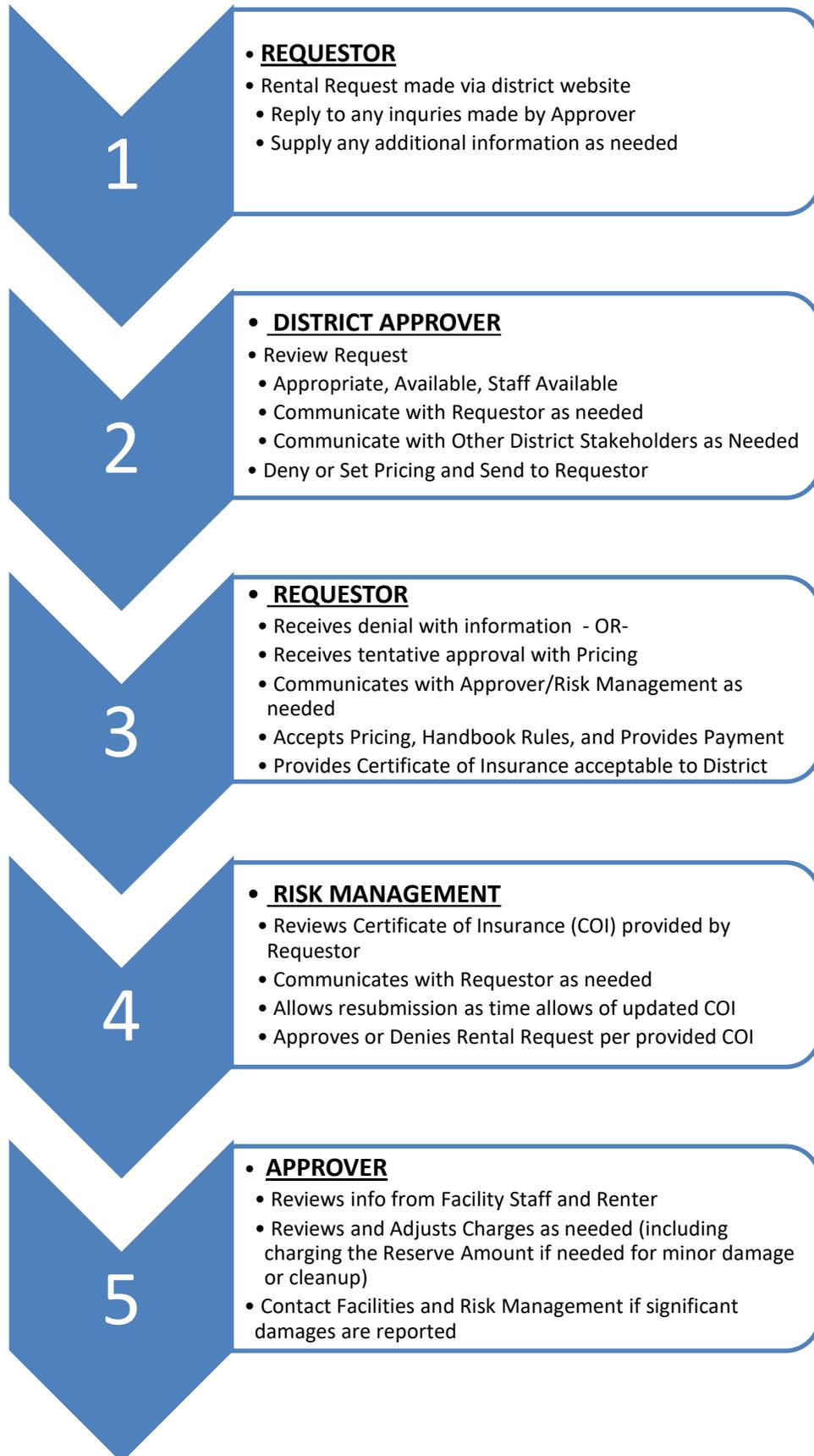
10. Youth groups using District facilities, unless otherwise specified, must be primarily composed of Tyler ISD students. A student verification list or roster must be turned in with each request for lease of facilities if applicable.

11. Organizations using District facilities shall:

- a. Conduct their business and activities in an orderly manner.
- b. Abide by all laws and applicable District policies, including but not limited to those prohibiting the use, sale or possession of alcoholic beverages, illegal drugs, and/or firearms, and the use of tobacco products (or other prohibited substances or products) on District property.
- c. Make no alteration to District property, whether temporary or permanent, without prior written consent from the Superintendent or designee.

12. The Tyler ISD Risk Management Department reserves the right to deny use of a District facility if any planned activity creates an unacceptable risk to the District, its students, and/or the public, as determined by District administration.

TYLER ISD FACILITY RENTAL WORK FLOW



TYLER ISD FACILITY USAGE REGULATIONS

1. Purpose of School Facilities. District buildings, grounds and equipment are owned and maintained for the sole purpose of promoting the education of the enrolled students of the Tyler Independent School District. Any other purpose for which school facilities or properties are used shall be subordinate and shall not interfere with the program of school activities.

2. Permissible Users of School Facilities. Any organization may be required to submit an official roster of members and/or attendees. All non-school use of District facilities and restricted grounds shall be made only upon a fully approved (acceptance of pricing with provision of payment and insurance) rental request through the District's website. Submission of payment and acceptance of pricing and the restrictions set forth in this handbook and additional (if applicable) restrictions presented as a part of the online agreement shall constitute the renter's acceptance of this agreement as a lease contract executed by the District's Superintendent or his designee. Lease contracts and the privileges of the lessee are not transferable to any other individual, group, or organization. At the discretion of the Superintendent, or designee, a paper contract with appropriate payment and insurance provisions may suffice. The lessee may not change the nature of the approved event or the intended attendees.

3. False Information and Other Grounds for Termination of Lease. District facility usage is a privilege. Any misrepresentation by an organization or individual, abuse of property, and/or non-payment by the organization or an individual representing the organization may result in immediate termination of the contract, including immediately vacating the premises, and denial of that organization's request for future use. Any and all information given in connection with lease requests by any lessee of the District's buildings, grounds, and/or equipment shall clearly identify the nature of the activity of the organization.

4. Right of Cancellation and Conflicts with School Activities. The District shall have first priority on facility use and may unilaterally cancel any agreement related to any facility by giving notice twenty-four (24) hours prior to a requested lease period if the District determines that it must use the facility for a function related to the operation of the District. The District also shall have the right to cancel or move an event to another location, based on availability within the District, should a disaster occur that would require extensive repairs. In case of emergency, as determined and declared by Superintendent or designee, a twenty-four hour notice period may not be possible and is not required.

5. Deadlines for Requests, Payments and Insurance. Rental requests should be made as much in advance as possible, up to a year in advance. Renters must submit requests at least 10 days prior to the event. Acceptance of Pricing and Payment provision must be made at least 7 days prior to the event. Qualifying insurance must be submitted (online, as a part of the request) at least 5 days prior to the event. These deadlines are binding on the requestor, not Tyler ISD. Requestors waiting until the last dates may not be approved in time for their event. Payment options (except for UIL playoff games, or as excepted by the office of the Superintendent) shall be limited to Credit Card, Debit Card, or Online Bank Draft through the District's authorized website.

6. Movement of furniture and equipment and custodial services. The lessee shall not alter facilities or grounds without approval. 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 of activities.

7. Compliance with State and Federal Laws. No District facility or grounds shall be used by any group (or individual) which is not in compliance with the requirements of all applicable federal or state laws, regulations, and/or rules prohibiting discrimination on the basis of race, religion, color, sex, national origin, physical or mental disability, age, or other recognized protected class as applicable. Use of District 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.

8. Damage to School Property. Applicants shall provide required supervision and guarantee orderly behavior. Applicants shall be responsible for and reimburse the District for any and all damages to the District's facilities, accepting reasonable normal wear and tear from ordinary use. School officials shall be the sole judges of any damage done to school property. If a Reserve or Deposit Amount was specified as a part of pricing/payment, that amount may be charged to cover such damages or services needed.

9. Required Insurance, Indemnification, and Hold Harmless. The lessee agrees to defend, indemnify and hold harmless Tyler ISD, its elected officials, employees, and agents against any and all claims, lawsuits, judgments, costs, legal fees, and/or expenses for personal injury (including but not limited to death), property damage, and/or other harm or loss for which recovery of damages is sought that may arise out of or be occasioned by the lessee's breach of any of the items or provisions of this Handbook and/or an associated contract for lease of District facilities. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any person or entity. With reference to any Texas legislative, administrative, and/or procedural fines or assessment of penalties levied by any authority relating to the administration of the Tyler ISD property rental management program, determination of responsibility is subject to the terms specified herein.

- Insurance. All lessees must complete the online rental agreement, accept pricing, make provision for payment and must furnish liability insurance prior to approval for use.
- Any entity, group, or individual using or leasing a Tyler ISD facility must furnish a Certificate of Insurance as part of the rental application process, and no approval for use will be granted or valid without an approved application, Certificate of Insurance acceptable to the District, and payment by the lessee.
- Any lessee using District facilities must provide an original Certificate of Insurance, with Tyler ISD named as the Certificate Holder, indicating a minimum of \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage Liability coverage.
- Tyler ISD must be named as an additional insured on this policy.
- The insurance requirement may be waived for organizations that exist for the improvement of educational opportunity in the District, subject to the recommendation of the Risk Management Department and approval by the Superintendent or his designee.
- The Risk Management Department reserves the right and authority to increase the insurance requirements contained herein based upon the type of activity to be held at the District facility. Additional insurance requirements, if any, shall be included and incorporated as an addendum to the District's Rental Contract.

- In conjunction with and in addition to the requirements stated above, lessees must obtain and maintain insurance policies covering their activities at District facilities which meet the following specific requirements:
 - Commercial general liability:
 - Liability limits of at least \$1,000,000.00 per occurrence and \$2,000,000 policy aggregate.
 - Occurrence form.
 - Additional Insured Endorsement for both “ongoing” and “products / completed operations” which applies in favor of Tyler ISD, its elected officials, employees, and agents.
 - Waiver of Subrogation Endorsement, which applies in favor of Tyler ISD, its elected officials, employees, and agents.
 - 30-Day Notice of Cancellation.
 - The policy must be primary and non-contributory.
 - The insurer must maintain a rating of “A-VI” or better, as determined by the A. M. Best Company.
 - The District reserves the right to determine the acceptability of a carrier independent of its rating, on a case-by-case basis.
 - Business automobile liability policy:
 - Liability limits of at least \$1,000,000.00 Combined Single Limit.
 - Liability coverage must extend to all owned, hired, or non-owned vehicles.
 - Additional Insured Endorsement for both “ongoing” and “products / completed operations” which applies in favor of Tyler ISD, its elected officials, employees, and agents.
 - Waiver of Subrogation Endorsement which applies in favor of Tyler ISD, its elected officials, employees, and agents.
 - 30-day notice of cancellation.
 - The policy must be primary and non-contributory.
 - The insurer must maintain a rating of “A-VI” or better, as determined by the A. M. Best Company.
 - The District reserves the right to determine the acceptability of a carrier independent of its rating, on a case-by-case basis.

10. Political Meetings. Except for regular or special public elections and for precincts, county, or senatorial district conventions, no political meetings are allowed on District property.

11. Distribution of Materials. Non-District materials may not be distributed on district property if:

- a. The materials are obscene, vulgar, or otherwise inappropriate for the age and maturity of the audience, as determined by the Superintendent or designee
- b. The materials endorse actions endangering the health or safety of students
- c. The distribution of such materials would violate the intellectual property rights, privacy rights, or other rights of another person
- d. The materials contain impermissible defamatory statements about public figures or others
- e. The materials criticize Board members or school officials or advocate violations of school rules pursuant to Board Policy FNAA
- f. The materials advocate imminent lawless or disruptive action and are likely to incite or produce such action
- g. The materials include hate literature and scurrilously attack ethnic, religious or racial groups; and/or constitute similar publications aimed at creating hostility and violence pursuant to Board Policy FNAA (LEGAL)

12. No Alcoholic Beverages, Tobacco Products, Illegal Drugs and/or Firearms. The District prohibits the possession or sale of alcoholic beverages, illegal drugs, and/or firearms by any person while on school premises or on other property under the jurisdiction of the school. No smoking or use of smokeless tobacco products (including but not limited to vaporizer type products) is permitted on the property of the Tyler ISD. Lessees are responsible for monitoring for such activities. Any student violating this provision may be subject to further discipline pursuant to Tyler ISD policies and regulations.

RENTAL PROCEDURES

GENERAL AVAILABILITY: TYLER ISD reserves the right not to rent campus facilities during August of each year to allow District personnel to set District and individual campus schedules. Any availability for rental during Thanksgiving Break, Winter Break, Spring Break, and/or the month of August will be at the sole discretion of the District. Rental applications for permission to use District facilities must be submitted at least 10 days in advance of the date(s) desired. All requests must be submitted online using the district's designated website.

1. Any person, entity, or organization seeking to use or lease a Tyler ISD facility must first complete an online rental request available on the District's website with necessary information about the request. This includes but is not limited to: Contact Name, Phone Number, Email Address, Event Description, any special equipment or set-up requests. The request should indicate the nature of the event, the dates and times of the event, and an indication as to the status of the requestor.
2. Upon completion of a request, notification will be sent to the District designated approver(s) for the facility requested. Approvers will review the request, make inquiries as necessary to the requestor or District staff, Deny the request if this is outside of the parameters set forth in this handbook, and set the pricing for the request (if it is not to be denied initially). Approval is conditioned upon the availability of required staff for any request.
3. Requestors must promptly respond to any inquiries and provide any additional documentation requested by the District. Failure to do so promptly may lead to the request being denied.
4. When pricing is set, the Requestor has the option to communicate with the approver if there are clarifications needed, Cancel their request (if the pricing is not satisfactory), or Provide Payment and Accept the terms and conditions of payment and the stipulations provided in this handbook. Acceptance and the provision of payment constitute an initial approved contract to rent the facility, dependent on the final approval when evidence of appropriate insurance is provided (through the website and approved by designated district staff). Failure to provide approved insurance within 5 days prior to the event will invalidate the request.
5. Unless approved directly by the campus principal or ranking administrator housed onsite for the facility requested, the designated District approver for the facility will keep the campus principal and related administrators informed before allowing any outside entity to use or lease a facility. Each campus will be responsible for maintaining and updating its campus calendar for determinations regarding availability of associated facilities.
6. All activities must have competent adult supervision furnished by the lessee. The lessee is responsible for restricting the group's access to the specific leased area only, and for protecting the facility and its contents from abuse by the group's participants and anyone entering the facility during the event.
7. The District's building representative on duty during the event will be responsible for the operation of the facilities, but is not responsible for supervising the lessee's group or its activities. District personnel are the only individuals qualified and permitted to operate the sound and electrical devices in District facilities, unless otherwise noted herein.
8. The appropriate campus principal or administrator shall complete a timesheet for special events to document time worked by school personnel for events at the leased facility, and submit the completed form to the office of the Superintendent (or designee) for use of facilities.

9. After a facility rental event, appropriate campus staff should review the condition of the facility and report to the designated facility approver if any damages have occurred or the condition of the facility after the event is inappropriate. Similarly, the lessee should report any problems with the facility within three (3) school days of the event. The designated facility approver will have seven (7) calendar days to finalize the charges, including providing any refund or charging against the Reserve Amount if necessary. If damages or conditions exceed any Reserve Amount provided, the designated approver must contact both Facilities Services and Risk Management staff immediately.

10. Should a change or cancellation occur, the lessee must notify the District within 48 hours prior to the scheduled start of the event. Otherwise, the lessee will be subject to full or partial payment of agreed upon rental charges, at the discretion of the District.

Tyler ISD, through its administration, reserves the right to accept or deny any individual, group, entity, or organization the use of any school facility.

CAMPUS GROUNDS, ATHLETIC FACILITIES, AND OTHER SPECIAL USE FACILITIES
GENERAL AVAILABILITY

Tyler ISD Athletic facilities exist primarily for use by Tyler ISD athletic teams and other Tyler ISD extracurricular activities and students. Special arrangements must be made for uses of a different nature. The facilities may be made available for other uses when not required by the District for school activities.

All athletic facility rentals must be approved by the Tyler ISD Athletic Director.

1. Available Athletic Facilities: The following athletic facilities are available for use by non-school organizations:

- a. Elementary Gyms
- b. Middle School Gyms (main and auxiliary)
- c. High School Gyms (main and auxiliary)
- d. Caldwell Field
- e. Hubbard Field
- f. Hogg Field
- g. High School Turf Fields
- h. Middle School Turf Fields
- i. Tracks
- j. Tennis Courts
- k. CHRISTUS Trinity Mother Frances Rose Stadium
- l. CHRISTUS Trinity Mother Frances Mike Carter Field

2. Regular school hours are 7:30 a.m. to 6:00 p.m., Monday through Friday during the regular school year, and non- District use is prohibited during these times.

3. The District shall have first priority on the facility use and may cancel any agreement for the facility use by giving 24 hours notice prior to the event if the District determines that it must use the facility for function directly related to District. Every effort shall be made to provide advance notice of any conflicts.

4. There shall be no organized group activities, such as games, practices, scrimmages, boot camps, physical fitness training, etc., on the field without an approved athletic facility reservation.

5. Depending upon the athletic facility and use requested, various District staff will be required to be on duty (Facility Supervisor, custodian, security). Additional charges for each person will be at the lessee's expense. The employees shall be paid by the District only. The number of attendees and type of event will determine the number of District employees to be assigned for the after-hour or weekend activity at any facility.

6. All concessions shall be operated by the District, in accordance with Tyler ISD policies or agreements regarding concessions.

7. Elementary School Grounds and Parking Lots. The unsecured outdoor facilities at each elementary campus are available during non-school hours to all groups, free of charge, on a first come first served basis. Therefore, no non-District organization or group may claim exclusive use of school grounds at any time. No vehicular traffic on the grounds (other than paved roadways and parking lots) is permitted.

8. **Gyms.** Outdoor sports are not permitted in the gymnasiums. Only regular rubber-soled basketball shoes may be worn on the gymnasium floors. The rental does not include the use of dressing rooms, mats, or other equipment in the gymnasium area, even if accessible to lessee. If dressing rooms and/or other items are required, special arrangements must be requested on the initial facility rental application. Any use of the scoreboard must be requested on the facility rental application, and the scoreboard must be operated by an adult 18 years of age or older.

9. **Tennis Courts.** The District tennis courts are available during non-school hours (after 6:00 p.m.) and when not needed by the District, on a first come first served basis. At times, the District will require these facilities outside of regular school hours, and shall have priority over any other use (e.g., tournament use). Roller blades, skates, skateboards, motorbikes, bicycles, and/or other sports and activities are strictly prohibited. Tyler ISD students shall have priority of use even during non-school hours.

10. **Middle School Fields.** The District's middle school turf/grass fields are available during non-school hours (after 6:00 p.m.) and weekends when not needed by the District, on a first come, first served basis for non-organized activities. Therefore, no organization may claim exclusive use of school grounds for non-organized activities. For organized activities (practices, youth league use, etc.) fields may be reserved through the District rental application. Vehicles are not permitted to drive inside the gate area with the exception of an ambulance that must be on duty in case of injury. Trash is to be contained in the trash cans.

11. **Robert E. Lee and John Tyler Turf Fields.** The high school campus practice turf fields may be reserved by completing the Tyler ISD facility rental application. Vehicles are not permitted to drive inside the gate area. Trash is to be contained in the trash cans. Any use of the scoreboard must be requested on the facility rental application, and the scoreboard must be operated by an adult 18 years of age or older.

12. **CHRISTUS Trinity Mother Frances Rose Stadium.** The football stadium may be reserved by completing the Tyler ISD facility rental application. Non-football events will not be permitted during the football season unless an exception is made by the Superintendent or designee. Prior approval is mandatory, and the facility is not available for unplanned use by any individual(s) or organization(s). No unauthorized use of the stadium facilities, including but not limited to the field, press box, stands, concession area, and/or scoreboard will be allowed. Tyler ISD has previously hosted, and will continue to host, University Interscholastic League (UIL) playoff games when possible upon request to the Tyler ISD Athletic Director. Stadium rental fees, as well as maintenance and worker fees, are required for these activities. All concessions shall be operated by the District, in accordance with Tyler ISD policies or agreements regarding concessions. Spirit signs may NOT be taped to the concrete walls or fences. All spirit signs must be attached to fences with grommets.

13. **Tyler ISD Tracks.** Tracks are available for community use during non-school hours on a first come, first served basis. However, the use shall be for walkers and joggers only. Pets are strictly prohibited. Children must be supervised at all times. **Bicycles, strollers, roller blades, skates, skateboards, motorbikes or other motorized devices, scooters, tricycles, and/or any other wheeled apparatus are strictly prohibited and are not allowed on the tracks at any time.**

14. **CHRISTUS Trinity Mother Frances Mike Carter Field and High School Baseball Fields.** CHRISTUS Trinity Mother Frances Mike Carter Field and the high school campus baseball fields may be reserved by completing the Tyler ISD facility rental application. Vehicles are not permitted to drive inside the gate area. Trash is to be contained in the trash cans. Any use of the scoreboard must be requested on the facility rental application, and the scoreboard must be operated by an adult 18 years of age or older.

15. The following items are NOT allowed on any turf playing field:
- a. Metal-cleated shoes
 - b. Pets
 - c. Confetti or balloons
 - d. Spectators
 - e. Glass containers
 - f. Water and electrolyte drinks are the only liquids allowed on the field.
 - g. The use of chairs, stools, ladders, high-heeled shoes, or other pointed objects
 - h. Tobacco, sunflower seeds, gum, and other similar type products are not allowed on the field.
16. No outside group equipment is to be left on school property.
17. School equipment such as balls, sleds, hurdles, etc., are NOT to be used by outside groups.

SPECIFIC RULES AND REGULATIONS FOR AUDITORIUM AND THEATER USE:

HIGH SCHOOL AUDITORIUM AND THEATER USE

Scene Shop. All items in the scene shop belong solely to the campus Theater Department. Step units, doors, flats, furnishings, etc., are not available without approval, even if accessible to lessee. Tools in the shop may not be used without permission. **NO FOOD OR DRINK** is permitted in the scene shop area. The scene shop shall be left clean following any use.

Curtains. The curtains are not to be pinned, tied, or taped to hold them in place. The curtains shall not be removed from their tracks in any way. The curtain tracks should not be used to support any items other than the curtains, as the weight of additional items may damage or destroy the curtains or tracks at lessee's expense. Only Tyler ISD designated personnel are allowed to bring in curtains, battens, electrics, or cyclorama. It is permissible to hang lightweight paper and foam board items tied with fishing line or string from empty battens, but this must be performed by Tyler ISD designated personnel and must be requested in advance. All materials must be removed by lessee prior to departure.

Painting. The only paints that should be used are water-based paints. If any painting is to be done, you must take every precaution necessary to prevent paint from getting on the floor (tarp, newspaper, etc.). The only type of paint permitted on the stage is water based paint, and then only when dry. In the event that paint does get on the floor, it must be removed immediately.

Absolutely no painting (including but not limited to aerosol "spray painting") should take place in the theater. Painting, if allowed, must occur elsewhere. Nothing belonging to the campus Theater Department will be painted or otherwise altered. This includes but is not limited to the UIL unit set, platforms, furniture, and props. In all matters, the campus theater director will be the final authority.

Lighting. No lighting equipment or instruments may be taken down, refocused, removed, or otherwise rearranged or altered. If gels or special lighting are required, they must be requested in advance and installed by Tyler ISD designated personnel. An extra charge may apply for this service and equipment. Only Tyler ISD designated technical equipment will be allowed. Any special lighting should be requested at least ten days in advance. **Only Tyler ISD designated personnel may operate the light and sound equipment.**

Technical Booth at back of House and upstairs. **NO FOOD OR DRINK** is permitted in the booth area, especially around the light and sound boards and other electronic equipment – **NO EXCEPTIONS.** **Only Tyler ISD designated personnel may operate the light and sound equipment.** Only Tyler ISD designated personnel are permitted to be in or on the tech booth, sound booth, catwalk, operating rail, loading rail, A-frame ladder, prop storage, and/or grid.

Microphones. Rental does not include microphones unless prior arrangements have been made, which may require additional fees.

Dressing Rooms. Dressing room facilities may be available if requested, subject to prior approval and with additional fees, and are not available on some Tyler ISD sites.

The House. The house describes the area that contains the seating area of the theater.

NO FOOD OR DRINKS ARE ALLOWED IN THE HOUSE OR BACKSTAGE AT ANY TIME!

Water for performers may be kept in the hallway just outside the backstage areas. If special circumstances require a performer to keep water backstage for personal use, the theater sponsor on site should be notified and consulted.

No one should be allowed to stand in the seats, or on the arms or backs of the seats, in order to quickly get from one row to the next. Also, do not use the back of the seat in the forward row as a foot rest. These acts will damage the seating, rendering the seating unusable for the District and potentially resulting in charges to lessee. Audiences must be kept under control at all times. Children should be supervised at all times in all parts of the theater, halls, and dressing rooms.

Refreshments or concessions may be sold in the lobby, in accordance with District policies and agreements. All food and drink MUST REMAIN IN THE LOBBY AREA and not be allowed in the theater.

CALDWELL AUDITORIUM

All rules for High School Auditorium and Theater use also apply to Caldwell Auditorium unless otherwise specified below.

Storage Closets: The storage closets on either side of the stage are used for District storage purposes and are unavailable for public use.

Lights and Sound: Due to the complexity of the light and sound board, district personnel must be present at all functions. All headsets that were used on stage and in the booth are to be returned. Lighting instruments should not be taken down or rearranged without prior approval from the Supervisor of the Auditorium. Any alterations, installations, etc. require prior approval.

Fire / Emergency Exits: In setting up scenery, risers, etc., do not block any of the exits. These are fire exits and are very important to the safety of patrons.

Dressing Room Areas: The dressing room is one of the most used areas in the theater and requires extra efforts to be kept clean. All counter space, restroom sinks, floors, shelves, dressing room floors and clothes racks, etc. must be cleared of any trash, make-up, personal items, props, etc., so that the custodians can clean. Extra precautions need to be taken to prevent stage makeup from getting on the floors, walls, etc. Chairs or other furniture brought into the dressing room must be returned to their proper location.

SPECIFIC RULES AND REGULATIONS FOR CALDWELL AUDITORIUM:

1. Rental of the Auditorium is for the building only. District personnel labor costs are not included in rental fees but may be required. District personnel shall be present at all times to monitor buildings and assist in case of system malfunctions.
2. It will be the responsibility of the lessee to provide all personnel required to stage or produce the program, including but not limited to ushers, stage hands, and light board and sound system operators. Light or sound technicians must be approved by the Auditorium Supervisor to operate District equipment.
3. A date will be placed on hold no more than one year from day of initial request and must include a deposit. Reservations more than one year in advance are not accepted.

4. Rental applications must be approved by Tyler ISD and must be accompanied by rental payment, damage or security reserve if applicable, proof of insurance meeting Tyler ISD requirements, and signed contract before the reservation is confirmed.
- 5 Any advertising or ticket sales in advance of confirmed reservations may result in a suspension of future rights to hold any dates in the Auditorium until full payment is received.
6. No refund of damage deposit will be made due to cancellation of a program. There will only be a total deposit refund if the reservation date is rented by another party.
7. The Auditorium shall not be reserved by any group for unusually long periods of time. If use of the Auditorium for rehearsal is desired for more than one week, the reservation may be extended to two weeks with the understanding that during the extended time, the District reserves the right to use the Auditorium for any emergency that may arise.
8. Political or religious meetings or programs require special approval by the District Superintendent or his designee.
9. Non-profit organization lessees must show current and valid evidence of tax-exempt status.
10. No refunds will be made in the event of mechanical failure of equipment, air conditioning, light board, or sound systems.
11. Security needs will be determined by the Auditorium Supervisor or other District personnel. If it is necessary to have uniformed security officers on duty due to the nature of the program, as determined solely by the District, such costs will be paid by the lessee.
12. Auditorium heating and cooling will be regulated by the Auditorium Supervisor in accordance with law and federal energy regulations.
13. Cost to restore the Auditorium to pre-use condition, which includes unusual clean-up and/or damage to Auditorium or its contents, may be deducted from the damage or security deposit.
14. Permanent sets shall not be constructed earlier than one week in advance of the performance or program.
15. Smoking is prohibited in all areas of the building, including but not limited to, smokeless tobacco products and/or vaporized "vapes" type products.
16. No food or drinks of any kind may be sold, served, or consumed in or about the Auditorium unless approved by Auditorium Supervisor and specified in the contract.
17. No alcoholic beverages are permitted in the building or surrounding areas of District property. The Tyler Police Department will be asked to intervene if there is a suspected violation of this rule. Students violating this rule may be subject to discipline pursuant to District policies.
- 18 .Programs and rehearsals shall be permitted in the Auditorium only when Tyler ISD personnel is present, and must be scheduled to begin no earlier than 8:00 a.m. and to be completed no later than 12:00 a.m. (midnight).
19. Doors will be opened for Auditorium audience no earlier than one hour prior to performance.

20. No alterations to the stage, curtains, etc. shall be made without permission from the Auditorium Supervisor. No nails, tape, pins, tacks, or other fastening devices may be used without permission from the Auditorium Supervisor.

21. Programs, meetings, set-up, take-down, and/or rehearsals will not be scheduled on Easter, Thanksgiving, Christmas, or New Year's Eve.

22. Tyler ISD shall not be responsible for moving or tuning any pianos used for a performance. If necessary or requested, tuning or service of any Auditorium piano shall be performed by a Tyler ISD approved technician at the expense of the lessee.

23. Use of any heavy equipment in the Auditorium must be pre-approved by the Auditorium Supervisor.

24. Tyler ISD is not responsible for any loss during the event, including but not limited to losses resulting from theft, fire, vandalism, etc.

25. All payments should be paid in full 10 days prior to event.

26. Failure to comply with any of these Rules and Regulations may result in lessee's loss of future rental privileges.

OTHER SCHOOL AUDITORIUMS

NOTE: The same rules and regulations for Caldwell Auditorium and the high school auditoriums are in effect for other District auditoriums, as applicable.

CAFETERIAS AND PLYLER COMPLEX RENTALS

EQUIPMENT USE

- The District may impose additional charges for moving equipment or setting up tables, chairs, platforms, and/or other requested equipment or supplies.
- The District does not allow the movement of pianos. If a piano must be tuned for a specific community function or concert, the lessee shall contact, schedule, and pay for this service to be rendered using a Tyler ISD approved professional. The District does not provide this service.
- If special equipment is needed by a lessee, such equipment must be requested as a part of the online rental request and approved for use by the District. The District shall not purchase special equipment for community use. Special equipment includes but is not limited to audio/visual equipment, podiums, flags, ice, etc. Additional fees may apply.
- Lessee may need to supply the sound system or stage lighting for anything other than what is already available on the site.

**** Tyler ISD personnel shall handle the set up for the rooms for any event. ****

TISD-TV FACILITY USE POLICY & SCHEDULE OF RENTAL CHARGES

TISD-TV facilities were constructed primarily for use by TISD-TV staff. Special arrangements must be made for use by a non-profit organization. The facilities are available when not needed by the district for production purposes.

All TISD-TV facility rentals must be approved by the District's appointed designee.

| | <u>Hourly Rate</u> |
|--|--------------------|
| TISD-TV Facility (1 hour minimum): TV Studio, Lighting, Control Room & Director | \$ 80.00 |
| TISD-TV Studio Equipment (1 hour minimum): Studio Cameras, Microphones & Audio Console | \$ 55.00 |
| TISD-TV Field Equipment (1 hour minimum): Field Camera/tripod Microphones & Lights | \$ 80.00 |
| TISD-TV Audio Production (1 hour minimum): Microphone & recording equipment Post-Production Editing Equipment/Software | \$ 55.00 |
| TISD-TV Audio/Video Production (2 hour minimum): Post-Production Editing Equipment/Software | \$ 80.00 |

All charges are for the use of the facility and specific items rented and do not include any additional items or equipment.

Lighting: No lighting instruments should be taken down, refocused, or rearranged. If gels or special lighting are required, they must be requested in advance and installed by Tyler ISD designated personnel. There will also be an extra charge for this service (to cover cost of equipment) if a light design is needed other than the standard three - point lighting system currently in place. Only Tyler ISD designated technical equipment will be allowed. Any special lighting should be requested at least seven days in advance. **Only Tyler ISD designated personnel may operate the lights.**

Control Room: adjacent to the TV Studio: NO FOOD or DRINK allowed in the control room area, especially around the switcher console and master control racks. **Only Tyler ISD designated personnel may operate the switcher console and associated equipment.**

Microphones and Audio Console: NO FOOD or DRINK allowed near the audio console. **Only Tyler ISD designated personnel may operate the microphones and audio console.** Microphones specific to the type of production being taped are provided as part of the audio rental item.

Field Equipment: NO FOOD or DRINK allowed near the field equipment. **Only Tyler ISD designated personnel may operate the field equipment.** Field equipment items specific to the type of production being taped are provided as part of the field production rental item.

TYLER ISD CAREER AND TECHNOLOGY FACILITY USAGE

1. The Facility Usage Area includes the multi-purpose room, front entrance doors and area, and adjoining restroom facilities. Use of any other part of the building requires advance written permission from campus administration and additional fees may be incurred.
2. Lessee must provide to campus administration a layout of the requested tables and chairs arrangement at least 24 hours in advance of the event. Additional tables and chairs may not be available at the time of the event.
3. A date will be placed on hold no more than one year from the date of the initial request. Reservations more than one year in advance will not be accepted.
4. Rental applications must be approved by Tyler ISD with lessee's acceptance of pricing, provision of payment and proof of insurance satisfactory to the District before the reservation is considered final.
5. Unless an event is cancelled more than 48 hours in advance of the schedule date and time of the event, any Reserve Amount will be forfeited due to cancellation of event. If an event is cancelled less than 48 hours in advance of the scheduled date and time, full or partial charges may be applied at the discretion of the District.
6. Political or religious meetings or programs require special approval by the District Superintendent or designee.
7. Non-profit organizations shall provide proof of current tax-exempt status prior to event payment.
8. No refunds will be made in the event of mechanical failure of equipment or due to infrastructure inadequacies.
9. No food or drink is permitted outside of the Facility Usage Area.
10. All table linens & accessories, service equipment, table décor, and dinnerware must be provided by Lessee.
11. Any equipment or other event materials provided by Lessee must be cleared by the end of the event. Failure to do so may result in loss of deposit or loss of future usage privileges.
12. Security needs will be determined by the campus administration. If the District determines, at its sole discretion, that a uniformed security officer is required due to the nature of the event, Lessee shall be responsible for procuring the required security and shall provide proof of hiring such security at least 24 hours prior to the event.
13. Facility heating and cooling is regulated by the campus administration in accordance with law, federal energy regulations, and District policies and practices.
14. Costs to restore the facility to its pre-use condition, which includes unusual clean-up and/ or damage to the facility or its contents, may be deducted from the deposit and/or charged back to Lessee.
15. Smoking and alcohol consumption, including use of smokeless tobacco products or vaporizer "vape" devices, is strictly prohibited in all areas of the building and the surrounding property of Tyler ISD. District students violating this rule may be subject to discipline pursuant to District policies.

16. Events may be permitted in the Facility only with District supervision present, and must be scheduled no earlier than 7:30 a.m. and must conclude by 10:00 p.m. Dates and/or times that conflict with District use of the facility will not be scheduled for non-District organizations or individuals.
17. No alterations to the physical environment shall be made without express written permission from the campus administration. No nails, tape, pins, tacks or other fastening devices may be used without express written permission from the campus administration.
18. Events will not be scheduled on Easter, Thanksgiving, Christmas Eve or Day, or New Year's Eve. District or federal holidays may be available on a limited and case-by-case basis.
19. Tyler ISD is not responsible for loss, including but not limited to losses due to theft, fire, vandalism, or injury, including death.
20. Failure to comply with any of the District's policies, rules and/or regulations may result in loss of future rental privileges of District facilities.

SCHEDULE OF BASE RENTAL CHARGES

Base charges do not include additional fees as may be required for any specific event. You will be provide detailed pricing before being required to commit to the rental of any facility. Pricing may include a “reserve” amount to be charged in the event of unexpected cleanup or damage.

1. Elementary Auditoriums: 3-Hour Min @ \$80.00/hr, Additional Hours @\$30.00/hr.
2. Theaters:
 - Little Theater at Rob. E. Lee: 3-Hour Min @ \$240.00/hr, Additional Hours @\$80.00/hr.
 - Theater at John Tyler: 3-Hour Min @ \$225.00/hr, Additional Hours @\$80.00/hr.
 - Fine Arts Center at Rob. E. Lee: 3-Hour Min @ \$475.00/hr, Additional Hours @\$200.00/hr.
3. Cafeterias: (all cafeterias have required \$30 setup fee)
 - a. High School Cafeterias: 3-Hour Min @ \$80.00/hr, Additional Hours @\$30.00/hr.
 - b. Middle School Cafeterias: 3-Hour Min @ \$80.00/hr, Additional Hours @\$30.00/hr.
 - c. Elementary Cafeterias: 3-Hour Min @ \$70.00/hr, Additional Hours @\$25.00/hr.

Note: Cafeteria Rentals do not include use of the kitchen facility

4. Davidson Room at Plyler Complex: 3-Hour Min @ \$80.00/hr, Additional Hours @\$30.00/hr.
5. Rose Stadium, Mike Carter Field – Fees are determined by the Athletics Office depending on the nature and duration of the event.
6. Robert E. Lee and John Tyler lighted fields and gyms – see rate sheet on following pages.
7. Caldwell Auditorium – see rate sheet on following pages.
8. Career and Technology Center (CTC) – see rate sheet on following pages.
9. Tennis courts are ordinarily free of charge on a first come first served basis outside of school hours and school events for non-organized activities.
10. Kitchen facilities may not be reserved or used by Non-District individuals or organizations without approval of the Superintendent or his designee.
11. Playgrounds and parking lots are not reserved, but may be used free of charge by outside groups with campus approval.
12. Additional charges may be required for any additional items or equipment requested.
13. Security may be required at all events and may result in additional charges to lessee.

Full payment and approved insurance must be provided before commencing use of any Tyler ISD facilities.

RENTAL RATE SHEETS

Tyler ISD Group - an internal group, campus, or department of Tyler ISD.

Group 1 – Non-Profit Organization, Event with No Revenue

Group 2 – Non-Profit Organization, Event with Revenue

Group 3 – For Profit Organization

CTC Facility Rental Rates

| | Tyler ISD Group | Group 1 | Group 2 | Group 3 |
|------------|--------------------|-------------------|-------------------|-------------------|
| Deposit | None | None | None | \$300 |
| Rental Fee | None | \$50 Flat Fee | \$300 Flat Fee | \$500 Flat Fee |
| Custodial | 1 hr min as needed | \$25/hr, 3 hr min | \$25/hr, 3 hr min | \$25/hr, 3 hr min |
| Supervisor | Provided by Group | \$25/hr, 3 hr min | \$25/hr, 3 hr min | \$25/hr, 3 hr min |

Athletic Facility Rental Rates

| | Group 1 | Group 2 | Group 3 |
|----------------------------------|------------------------|------------------------|------------------------|
| Turf Football Fields | \$15 per hour | \$50 per hour | \$150 per hour |
| Turf Football Fields with Lights | \$35 per hour | \$75 per hour | \$200 per hour |
| High School Varsity Gym | \$50 per hour | \$80 per hour | \$100 per hour |
| High School JV/Auxiliary Gym | \$30 per hour | \$65 per hour | \$90 per hour |
| Caldwell Gym | \$30 per hour | \$65 per hour | \$90 per hour |
| Boulter, Moore, Three Lakes Gym | | | |
| Middle School Main Gym | \$50 per hour | \$80 per hour | \$100 per hour |
| Middle School Auxiliary Gym | \$30 per hour | \$65 per hour | \$90 per hour |
| Hogg, Hubbard Gym | | | |
| Middle School Main Gym | \$30 per hour | \$65 per hour | \$90 per hour |
| Middle School Auxiliary Gym | \$20 per hour | \$40 per hour | \$60 per hour |
| Elem Gyms (except Caldwell) | \$10 per hour | \$120 per hour | N/A |
| Campus Event Staffing Charges | | | |
| Supervisor | \$25/hr, 3 hr min | \$25/hr, 3 hr min | \$25/hr, 3 hr min |
| Custodial | \$25/hr, 3 hr min | \$25/hr, 3 hr min | \$25/hr, 3 hr min |
| Security | \$30/hr, 3 hr min | \$30/hr, 3 hr min | \$30/hr, 3 hr min |
| Facility Monitor/Technician | \$30/hr, 3 hr min | \$30/hr, 3 hr min | \$30/hr, 3 hr min |
| Concessions (if applicable) | See note below | See note below | See note below |
| Other Charges, as applicable | Discretion of approver | Discretion of approver | Discretion of approver |

Concessions Note: Tyler ISD has first option to run the concession stand. If we decide not to run it, the renter will pay \$250 per day to run it.

Mike Carter Baseball Field Rentals (Non UIL Playoffs)

| | | |
|-----------------------------|-------------------|--|
| Baseball Non UIL Playoffs | | |
| Full Day (6 games) | \$1000 Flat Fee | |
| Half Day (3 games) | \$ 500 Flat Fee | |
| | | |
| Staff Charges | | |
| Field Supervisor | \$25/hr, 3 hr min | |
| Custodian | \$25/hr, 3 hr min | |
| Security, if applicable | \$30/hr, 3 hr min | |
| | | |
| Concessions (if applicable) | See note below | |

Concessions Note: Tyler ISD has first option to run the concession stand. If we decide not to run it, the renter will pay \$250 per day to run it.

Rose Stadium Rental for Non-Football Activity (not available during Football Season)

| | | |
|--------------------------------------|-----------------------|-------------------------|
| Rose Stadium - Non-Football Activity | | |
| Non-Football Activity Rate | 4 hour min @ \$500/hr | \$200/hr additional hrs |
| Video Board Use | \$1000 Flat Fee | |
| | | |
| Staff Charges, as applicable | | |
| Field Supervisor | \$25/hr, 3 hr min | |
| Custodian | \$25/hr, 3 hr min | |
| Security | \$30/hr, 3 hr min | |
| | | |
| Concessions (if applicable) | See note below | |

Concessions Note: Tyler ISD has first option to run the concession stand. If we decide not to run it, the renter will pay \$250 per day to run it.

UIL PLAYOFF TURN KEY RATES

Mike Carter Baseball Field Rentals for UIL Playoff Games

| | | |
|------------------------------------|-----------------|--|
| UIL Playoff Baseball | | |
| One Game | \$900 Flat Fee | |
| Two Games | \$1500 Flat Fee | |
| Expenses Added to Flat Fee | | |
| Officials Fees | TBD | |
| Officials Mileage/Meals | TBD | |
| Expenses Included in Flat Fee | | |
| Announcer | \$0 | |
| Clock/Scoreboard operator | \$0 | |
| Security, 2 officers, Smith County | \$0 | |
| Sheriff's Office Ticket Seller | \$0 | |
| Stadium Manager/Custodian | \$0 | |
| Concessions (if applicable) | | |
| | See note below | |

Concessions Note: Tyler ISD has first option to run the concession stand. If we decide not to run it, the renter will pay \$250 per day to run it.

Rose Stadium Football Field for UIL Playoff Games

| | |
|---|--|
| UIL Playoff Football | |
| UIL Playoff Game | \$4000 plus 15% of Net, not to exceed \$7500 |
| Additional Fees | |
| Chain Crew | \$225 |
| UIL Fee | Schools Responsible for 16% UIL Fee |
| Tyler ISD Will Provide | |
| Video replay board | |
| Parking – no charge | |
| Security | |
| Stadium Manager | |
| Field preparation, cleanup, maintenance, lights | |
| PA Announcer, Clock Operators | |
| Ticket personnel, Gate keepers | |
| Chain Crew (at renters expense) | |
| Tickets for gate sales | |
| Dressing rooms for each team | |
| Pay all game expenses and provide final gate report | |
| Concessions | Concession revenue retained by Tyler ISD |
| Trophy | Provided by Tyler Area Chamber of Comm. |
| Competing Schools Responsible For: | |
| Securing All Officials | |
| Game Programs | |

Volleyball UIL Playoffs

| | |
|-----------------------------------|--------|
| UIL Playoff Volleyball | |
| Single Game | \$740 |
| Double Header | \$1380 |
| Expenses Added to Cost: | |
| Officials Fees, Mileage and Meals | TBD |
| Linemen Fees, Mileage and Meals | TBD |
| Announcer | TBD |
| Extra Security, if applicable | TBD |

Basketball UIL Playoffs

| | |
|-----------------------------|--------|
| UIL Playoff Basketball | |
| Single Game | \$740 |
| Double Header | \$1380 |
| Expenses Added to Cost: | |
| Officials Fees | TBD |
| Officials Mileage and Meals | TBD |
| Announcer | TBD |
| Extra Security | TBD |

Soccer UIL Playoffs

| | |
|-----------------------------------|----------------|
| UIL Playoff Soccer | |
| Rose Stadium (Spring Only) | |
| Single Game | \$750 |
| Double Header | \$1250 |
| High School Field | |
| Single Game | \$600 |
| Double Header | \$1000 |
| Expenses Added to Cost: | |
| Officials Fees, Mileage and Meals | TBD |
| Expenses Included in Cost | |
| Clock/Scoreboard Operator | |
| Security | |
| Ticket Personnel | |
| Stadium Manager | |
| Custodian | |
| Concessions (if applicable) | See note below |

Concessions Note: Tyler ISD has first option to run the concession stand. If we decide not to run it, the renter will pay \$250 per day to run it.