

### CLEBURNE INDEPENDENT SCHOOL DISTRICT FACILITIES RENTAL CONTRACT

This Cleburne Independent School District ("District") Lease Agreement (hereinafter "Lease" or "Lease Agreement") is executed this the 14<sup>th</sup> day of November, 2011, by and between the District (hereinafter "Lessor") and Johnson County (hereinafter "Lessee") pursuant to District Board policies GKD(LEGAL), GKD(LOCAL) and the terms and conditions contained herein.

District Facility to be rented: CHS- Cafeteria

Address: 1501 Harlin Dr.

Purpose: Christmas Party

Date(s) to be used: December 10, 2011

Time: 10-1 ; 4-9 Approximate # of Participants: 500

Practice Time(s): \_\_\_\_\_ Set-up Time: 10:00AM

#### ESTIMATED COSTS: Group III

Facility:	\$ <u>35.00</u> first 3 hours and \$ <u>10.00</u> per hour thereafter
Custodian:	\$ <u>30.00</u> per hour per custodian
Cafeteria:	\$ _____
Sound/Lights:	\$ _____ per hour
Total Estimate:	\$ <u>385.00</u>
Deposit Required:	\$ _____

School Sponsoring Authorization: \_\_\_\_\_

Name of Organization: Johnson County

Party Responsible for Rental of Facilities: Laura Kane

Address: \_\_\_\_\_

Phone: 817.556.6350 FAX: 817.556.6899

E-Mail Address: \_\_\_\_\_

Verification of Insurance: \_\_\_\_\_

Notes:

Subject to Texas Tort Claims Act, state statutes and the Texas Constitution



**INDEMNIFICATION AND INSURANCE TERMS:**

Lessee covenants and agrees to indemnify, defend and hold harmless Lessor, its trustees, agents, servants and employees, from and against any and all: (i) claims for damages or injuries to persons or property arising out of or incident to the leasing of the District facilities named herein; and (ii) injuries, claims or suit damages, including attorney's fees, to persons of whatsoever kind or character, whether real or asserted, occurring during the term of this Lease in connection with the use or occupancy of the District facilities by Lessee, his or its invitees, agents, servants, employees, contractors, or subcontractors.

300,000.

Lessee further covenants and agrees to obtain and keep in force during the term of this Lease an insurance policy providing for bodily injury and property damage insurance in amounts as follows: ~~\$500,000~~ combined single limits bodily injury and property damage liability insurance with an insurance company satisfactory to Lessor, and to furnish Lessor a copy of such policy of insurance or a certificate, validly executed by or on behalf of the insurance company, that such insurance is full force and effect according to the terms hereof. Lessee shall be required to provide proof of insurance prior to the execution of this Lease Agreement


**SPECIAL TERMS:**

1. School facilities may be used by organizations or individuals, as defined in District Policy GKD(LOCAL), when not in use by the regular school program.
2. A Lease Agreement must be executed between the District and the Lessee.
3. If a fee is charged, a deposit must be made at the time of signing the Lease Agreement. The remaining fee will be due at the close of the event.
4. All meetings and/or activities shall be under the supervision of an approved adult who shall be responsible for the care of the District facility.
5. If furniture and/or equipment must be moved, it shall be the responsibility of the Lessee to move, or cause to be moved, and return, or cause to be returned, the furniture and/or equipment to its original place.
6. The Lessee will be charged fees to cover the custodian(s) and/or cafeteria employee(s) cost, and one or more technicians for sound and lights at the Performing Arts Center. See attached fee schedule.
7. The Lessee will be responsible for any damages incurred to facilities or equipment during the agreed rental time period.
8. The Lessee agrees to prohibit smoking and any food or drink except in designated areas.

**Signatures**

**Lessee:**

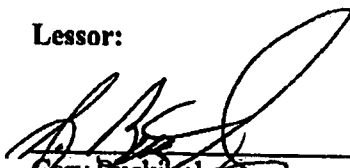
I, Roger Harmon, have read the Lease Agreement and Board Policies GKD(LEGAL) and GKD (LOCAL) and the above Indemnification and Insurance Terms, and Special Terms, and agrees to all conditions of this Lease Agreement. If I am executing this Lease Agreement on behalf of an organization, by my signature I affirm that I have the authority to enter into this Lease Agreement on behalf of the organization and to bind the organization to the terms and conditions contained in this Lease Agreement.

  
Individually

On behalf of Johnson County

11-14-11  
Date

**Lessor:**

  
Gary Buckingham  
Executive Director of District Operations

\_\_\_\_\_  
Date