

**CLEBURNE INDEPENDENT SCHOOL DISTRICT
FACILITIES RENTAL CONTRACT**

This Cleburne Independent School District ("District") Lease Agreement (hereinafter "Lease" or "Lease Agreement") is executed this the 15 day of October, 2013 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: 12-7-13

Time: 4pm - 9pm Approximate # of Participants: 500

Practice Time(s): _____ Set-up Time: 10am - 11am

ESTIMATED COSTS:

Facility: \$ 35 first 3 hours and \$ 10 per hour thereafter \$65
Custodian: \$ 30 per hour per custodian 11.5 hrs \$345 Group III
Cafeteria: \$ _____
Sound/Lights: \$ _____ per hour

Total Estimate: \$ 410.00

Deposit Required: \$ _____

School Sponsoring Authorization: _____

Name of Organization: Johnson County

Party Responsible for Rental of Facilities: Randy Gillespie / Personnel Dir.

Address: 2 Main St. Rm 215, Cleburne TX 76033

Phone: 817 556-6350 Fx. 817 556-6899

E-Mail Address: randy.g@johnsoncountytx.org

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.

S300.000

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:

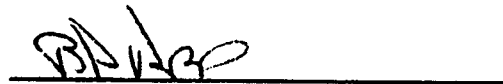
I, Roger Harmon, have read the Lease Agreement and Board Policies GKD (LEGAL) and GKD (LOCAL) and the above Indemnification and Insurance Terms, and Special Terms, and agrees to all conditions of this Lease Agreement. If I am executing this Lease Agreement on behalf of an organization, by my signature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

11/12/13
Date

Lessor:


Barry Hipp
Senior Director of Operations

11-4-2013
Date

**Cleburne Independent School District
Use of School Facilities (Policy GKD Local)**

In accordance with policy GKD local, individuals/organizations wanting to use CISD facilities will be categorized into one of four groups. Group I is the only group that is exempt from paying usage fees, as this group is defined as "sponsored by the District". The following information will be used in making the determination of the level of fees to be charged.

Link to CISD facility policy: [http://www.taeb.org/policy/pol/private/128863/pol.cfm?DisplayPage=GKD\(LOCAL\).pdf](http://www.taeb.org/policy/pol/private/128863/pol.cfm?DisplayPage=GKD(LOCAL).pdf)

Briefly describe the activity/event that school facilities will be used for:

Johnson County Employee Christmas Party

10am - 11am Set-up tables + decorations

4pm - 6pm Caterer set-up

6pm - 9pm Christmas Party

Name of group/individual in charge of event: Johnson County Will this be a competition the public can attend? No

If a group, name of individual coordinating event: Roger Harmon/C. Judge
Randy Gillespie/H.R. Will people be charged an entrance fee? No

Type of event: Christmas Party Length of time of event (in hours) 3

Will there be a charge for students to participate? No Will concessions be sold? No

If yes, how much per student? N/A Estimate of number of people expected to attend: 500

Who are these payments made to? N/A

Are children that participate in this activity required to purchase supplies from the organizer? N/A

Is any individual profiting from this activity? No

If this is a CISD club activity, what co-curricular account is the money being deposited into? N/A

Do you or your organization have an insurance policy providing for bodily injury and property damage insurance in the amounts of \$500,000? YES
Subject to TX Tort Claims Act
300,000

Randy Gillespie
Signature of person submitting form

11/1/19
Date

office use only

817 556-6350
phone number/email address of contact person:

randyg@johnsoncountytexas.org

(If you believe your organization should be a school sponsored activity, please contact Gary Buckingham @ 817-202-1100.)

RISK MANAGEMENT POOL

CERTIFICATE OF GENERAL LIABILITY COVERAGE

The Texas Association of Counties Risk Management Pool is created by Chapter 119 of the Local Government Code to enable each county to provide self insurance coverage against liability claims. The specified county participates in this Pool under an agreement pursuant to the provisions of and operates under the Chapter 791, Texas Government Code Annotated.

NAME AND ADDRESS OF COVERED COUNTY:

Johnson County
2 N Main St Rm 120
Cleburne, TX 76033-5500

Coverage Agreement No.: GL 1260 2013 05 15

Coverage Period: 12/7/2013 to 12/07/2013

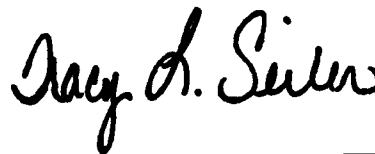
GENERAL LIABILITY

Limits of Liability:

Bodily Injury
\$100,000 per person
\$300,000 per occurrence
Property Damage
\$100,000 per occurrence
eductible: \$0

With respect to the following property:
rental of Cleburne High School Gym
5:00 p.m. to 11:00 p.m. December 7, 2013

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the Pool. The certificate does verify that coverage has been placed in force for the period indicated above. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage provided by the Pool described herein is subject to all the terms, exclusions and conditions of the coverage document issued by the Pool. The coverage is primary without right of contribution from any insurance carried by any additional insured. Should any of the above described coverage be altered or cancelled the Pool will endeavor to mail ten days written notice to the certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.



Additional Insured
Cleburne ISD
Cleburne High School
1501 Harlin Dr
Cleburne, TX 76033

Authorized Representative
Texas Association of Counties
1210 San Antonio St.
Austin, TX 78701-1834
(512) 478-8753

Certificate Issued
Wednesday, October 23, 2013

GENERAL LIABILITY

Automatic Additional Insureds Endorsement - Real Property Leases

This endorsement modifies the General Liability Coverage Document to which it is attached. This change is effective on the inception date of the Document unless another date is indicated below.

The following provision is added to Section II – Who is a Covered Person:

Any person(s) or organization(s) (hereinafter called "Additional Insured") with whom the Named Member agrees in a written lease of premises (including land) to name as an insured is an insured with respect to premises liability, for the location(s) shown below, arising out of the Named Member's negligence in the operation, control or maintenance of that part of the premises leased to the Named Member, subject to the following exclusions.

The coverage provided to the Additional Insured does not apply to:

Bodily Injury, property damage or personal injury occurring after the Named Member ceases to lease the premises or land.

Bodily Injury, property damage or personal injury arising out of structural alterations, new construction, or demolition operations performed by or on behalf of the Additional Insured.

Property damage to:

Property owned, used or occupied by or rented to the Additional Insured; or

Property in the care, custody or control of the Additional Insured or over which the Additional Insured is for any purpose exercising physical control.

ADDITIONAL INSURED:

**Cleburne ISD
Cleburne High School Gym
1501 Harlin Dr
Cleburne, TX 76033**

ADDRESS OF LEASED PREMISES:

**rental of Cleburne High School 5:00 p.m. to 11:00 p.m.
December 7, 2013**

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THE COVERAGE REMAIN UNCHANGED.

Endorsement: GL/AIPL

Endorsement Effective Date: Saturday, December 07, 2013

Named Member: Johnson County

Attached to and forming part of Coverage Document Number: GL 1260 2012 05 15