

**CLEBURNE INDEPENDENT SCHOOL DISTRICT  
FACILITIES RENTAL CONTRACT**

This Cleburne Independent School District ("District") Lease Agreement (hereinafter "Lease" or "Lease Agreement") is executed this the 10<sup>th</sup> day of NOVEMBER, 2014, by and between the District (hereinafter "Lessor") and Johnson County (hereinafter "Lessee") pursuant to District Board policies GKD(LLEGAL), 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: 12-6-14

Time: 4pm - 9pm Approximate # of Participants: 400

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

**ESTIMATED COSTS:**

Group III

Facility: \$ 60 first 3 hours and \$ 25 per hour thereafter est. 135  
Custodian: \$ 30 per hour per custodian est 375  
Cafeteria: \$ \_\_\_\_\_  
Sound/Lights: \$ \_\_\_\_\_ per hour

Total Estimate: \$ 510.00  
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 Fax 817 556-6899

E-Mail Address: randyg@johnsoncountytx.org

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

Notes:

*Subject to Texas Tort Claims Act, statutes and the Texas Constitution. \$ 900,000*

**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.

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:**

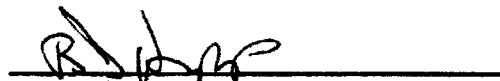
I, Roger Harmon, have read the Lease Agreement and Board Policies GKD(LEGAL) and GKD (LOCAL) and the above Indemnification and Insurance Terms, and Special Terms, and agrees to all conditions of this Lease Agreement. If I am executing this Lease Agreement on behalf of an organization, by my signature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

11/10/14  
Date

**Lessor:**

  
Barry Hipp  
Senior Director of Operations

10-17-2014  
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.tasb.org/policy/pol/private/128803/pol.cfm?DisplayPage=GKD\(LOCAL\).pdf](http://www.tasb.org/policy/pol/private/128803/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  
Roger Harmon/County Judge

If a group, name of individual coordinating event: Randy Gillespie / Po. Dir. 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: 400

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 10/19/14  
 Signature of person submitting form 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 2014 05 15

Coverage Period: 12/6/2014 to 12/06/2014

#### GENERAL LIABILITY

##### Limits of Liability:

##### Bodily Injury

\$100,000 per person

\$300,000 per occurrence

##### Property Damage

\$100,000 per occurrence

Deductible: \$0

With respect to the following property:  
rental of Cleburne High School , December 6, 2014

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.

##### Certificate Holder

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*  
*Monday, November 03, 2014*