

**CLEBURNE INDEPENDENT SCHOOL DISTRICT
FACILITIES RENTAL CONTRACT**

This Cleburne Independent School District ("District") Lease Agreement (hereinafter "Lease" or "Lease Agreement") is executed this the 9th day of November, 2015 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., Cleburne TX
Purpose: Christmas Party
Date(s) to be used: 12-5-15
Time: 6pm - 9pm Approximate # of Participants: 400
Practice Time(s): _____ Set-up Time: 2pm - 6pm

ESTIMATED COSTS:

Facility: \$100.00 first 3 hours and \$25.00 per hour thereafter
Custodian: \$30.00 per hour per custodian
Cafeteria: \$ _____
Sound/Lights: \$ _____ per hour

Total Estimate: \$ 750.00
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 @ johnsoncounty tx. org
Verification of Insurance: _____

Notes:

Subject to Texas Tort Claims Act, Statutes, and the Texas Constitution. (\$300,000)

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:

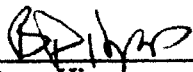
I, Roger Harmon, have read the Lease Agreement and Board Policies GKD(LEGAL) and GKD (LOCAL) and the above Indemnification and Insurance Terms, and Special Terms, and agrees to all conditions of this Lease Agreement. If I am executing this Lease Agreement on behalf of an organization, by my signature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

11/9/15
Date

Lessor:


Barry Hipp
Senior Director of Operations

10-29-2015
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.tash.org/policy/pol/private/126903/pol.cfm?DisplayPage=GKD\(LOCAL\).pdf](http://www.tash.org/policy/pol/private/126903/pol.cfm?DisplayPage=GKD(LOCAL).pdf)

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

Johnson County Employee Christmas Party
2pm Setup tables + decorations
4pm 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 Harman/County Judge
Randy Gillespie/Be. 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
Subj. to TX Tort Claims Act
\$300,000

Randy Gillespie
 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.)



TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

Certificate of Liability Coverage

P.O. Box 2131 | Austin, Texas 78768 | (512) 478-8753

Issue Date: 10/29/2015

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

COVERED MEMBER

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

CERTIFICATE HOLDER

Cleburne ISD, Cleburne High School
1501 Harlin Dr.
Cleburne, TX 76033

This certificate is issued as a matter of information only and presents 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 for the period(s) indicated below, but should coverage be cancelled before expiration date, notice will be delivered in accordance with the provisions within the coverage document or inter-local agreement. Coverage provided by the Pool described on this certificate is subject to all the terms, exclusions and conditions of the coverage document issued by the Pool.

COVERAGE

LIMITS OF LIABILITY

GENERAL LIABILITY

EffectiveDate: 05/15/2015 Expiration Date: 05/15/2016

Bodily Injury (per person)	\$100,000
Bodily Injury (per occurrence)	\$300,000
Property Damage (per occurrence)	\$100,000
Medical Expense (per person)	\$5,000
Damage to Rented Premises (per occurrence)	\$50,000

ADDITIONAL DESCRIPTION

Cleburne High School December 5, 2015

Authorized Representative

Tracy L. Seiler
Director, Risk Management Services
Texas Association of Counties