

**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 day of November, 2016, 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: Johnson County Employee Christmas Party
Date(s) to be used: 12-10-16
Time: 5pm - 8pm Approximate # of Participants: 400
Practice Time(s): _____ Set-up Time: 10am - 11am

ESTIMATED COSTS:

Facility: \$ 60⁰⁰ first 3 hours and \$ 25⁰⁰ per hour thereafter
Custodian: \$ 30.00 per hour per custodian
Cafeteria: \$ _____
Sound/Lights: \$ _____ per hour
Total Estimate: \$ 360⁰⁰
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: randyg@johnsoncountytexas.org

Verification of Insurance: yes

Notes:

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

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~~ ^{300,000} 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:

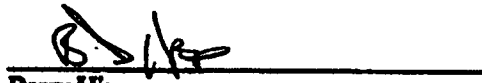
I, Roger Harmon, have read the Lease Agreement and Board Policies GKD(LEGAL) and GKD (LOCAL) and the above Indemnification and Insurance Terms, and Special Terms, and agrees to all conditions of this Lease Agreement. If I am executing this Lease Agreement on behalf of an organization, by my signature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

11/14/16
Date

Lessor:


Barry Hipp
Senior Director of Operations

10-20-2016
Date



TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

Certificate of Liability Coverage

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

Issue Date: 09/29/2016

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	CERTIFICATE HOLDER
Johnson County 2 N Main St Cleburne, TX 76033-5500	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 Effective Date: 05/15/2016 Expiration Date: 05/15/2017	
	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
Johnson County Christmas Party, December 10, 2016 @ Cleburne High School

Authorized Representative

Tracy L. Seiler

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