

## **FACILITY RENTAL GUIDELINES**

Hays Consolidated Independent School District (HCISD) public school facilities are utilized to provide quality educational environments conducive to the learning of the students they serve. HCISD also engages in various outside activities and endeavors to support the growth of its students through after-school clubs, organizations, opportunities and activities.

HCISD is committed to being a valuable collaborator with the citizens of the Hays County community. The district allows limited use of buildings and grounds by the local community for educational, recreational, civic and cultural activities to the extent possible under public school laws and regulations as dictated in policy GKD (LOCAL) and (LEGAL). Groups that wish to conduct activities which promote, stimulate and foster the interest of students and the community, as well as activities which promote the efficiency of the school district are given priority for use. However, the activities may not conflict with any school programs, community expectations for the district or any joint use agreements that exist between the City of Kyle, City of Buda or Hays County.

The use of district facilities will be coordinated through the Office of Safety and Security, Facility Use Coordinator. Upon district approval, use of district property may be permitted provided that the use does not conflict with the district's use. Accordingly, any community use of school buildings or grounds is subject to the needs and convenience of HCISD.

No rentals of facilities may occur during school hours on official school days while school is in session. No event may interfere with school activities including set-up or break-down. Access to facilities will not occur until at least one (1) hour after release of students. Additionally, events and unforeseen circumstances can alter the school schedule which may affect rental availability. The District reserves the right to amend or cancel a facility rental at their discretion.

The application must be fully completed for consideration. The application will be reviewed and initially approved by the campus, building or department involved in the requested rental. It will then be submitted to the Facility Use Coordinator for final approval and fee assessment for invoicing.

A 25% refundable deposit will be secured at the execution of the approved contract made payable to HCISD. The remainder of the payment will be invoiced monthly with payment expected within thirty (30) days.

All applications must be submitted within the following timelines:

- Short term rentals:
  - Ten (10) working days prior to the event for building and parking lots reservations
  - (15) working days prior to the event for athletic or fine arts venues
- Long term rentals:
  - (30) days prior to the contract start date

**Failure to pay any deposits, fees, or costs associated with the rental may result in the loss of rental privileges.**

## **APPLICATION**

The application filing must occur no less than 10-15 days (dependent on type of rental listed above) and no more than six (6) months prior to the event date. Personnel at the specific rental location and/or the Facility Use Coordinator reserves the right to manage rental reservations dependent on the school and/or campus activities or unscheduled events that have not yet been published. This will often affect fall semester and summer rentals as all district functions may not have been finalized. Additionally, depending on the campus success with specific activities, additional events may be scheduled.

*District personnel will determine if there are any issues with fields, buildings or district property to be used on the day of event that affect the rental. In the event of cancellation, the district assumes no responsibility or liability other than the return of any previously paid fees. The district will attempt to locate an alternative location within the district for the event and provide as much notice as possible to the applicant/lessee.*

## **RENTAL AND PAYMENT TERMS**

A 25% non-refundable deposit shall be secured at the execution of the contract made payable to Hays Consolidated Independent School District for rental and/or use of the facility. This charge will be based on an estimate of the total charges and will be credited towards the rental charges. No rental date(s) will be locked in until the deposit is secured.

The fee balance for rental or use of the facility is due within 30 days of invoice. Payment shall be made to the Hays Consolidated Independent School District and delivered to 21003 IH 35, Kyle, TX 78640. Long-term rental payments are paid one month in advance and are due by the last working day of the previous month.

No HCISD employee is authorized to accept tips, gratuities, or wages directly from the applicant/lessee.

## **INSURANCE**

All groups must sign a Rental Agreement and must furnish liability insurance prior to approval for use. Any organization using school facilities must provide an original Certificate of Insurance, with HCISD named as the Certificate Holder, indicating a minimum of \$1 million "Combined Single Limit for Bodily Injury and Property Damage Liability" coverage. In addition, HCISD must be named as an additional insured on this policy. The insurance carrier must hold a minimum "A" rating from the A.M. Best Company. However, HCISD reserves the right to determine the acceptability of a carrier regardless of its rating. The insurance requirement may be waived by organizations that exist for the improvement of educational opportunity in the district, subject to the approval by the Superintendent or designee. Any application without an accompanying Certificate of Insurance will be declined and returned.

## **LONG-TERM RENTAL CONTRACTS**

HCISD recognizes that some organizations wish to enter into long-term contracts with the district. There is a one-year limit on any continuous rental agreement. A written request must be submitted to the district in writing 60 days prior to the one year anniversary date of the contract if the contracting organization wishes to extend the contract. The district limits extensions to four years past the original contract, a total of five (5) years. An updated application and contract documents may be requested by HCISD at the time of the extension

request. Payment for a long-term rental contract is due for the current month by the end of the previous month.

### **CANCELLATIONS**

Cancellation by an organization of a facility use contract must be made in writing at least **five (5) working days** prior to the event. In the event the applicant/lessee does not meet this deadline, the deposit will be forfeited and eligibility for future rental opportunities will be terminated. In the event HCISD is unable to honor the contract, HCISD will work with the applicant/lessee to find an alternate location within the district. If an alternate location is unavailable, HCISD will refund the deposit and the rental fees paid by the applicant/lessee. The user agrees that HCISD shall be held harmless from any and all liability costs which the user may have incurred in connection with the rental.

### **COMPLIANCE WITH LAWS, RULES, REGULATIONS AND POLICIES**

No school facility shall be used by any group or individual who is not in compliance with the requirements of all federal or state statutes, regulations and rules prohibiting discrimination on the basis of race, religion, color, sex, national origin, handicapping conditions, age or other classification. State law prohibits the use of alcohol and tobacco on school property. All laws (federal, state, and local) and HCISD policies are in effect 24 hours per day, including the times a facility is rented. Maximum lawful occupancies of areas will be observed by applicant/lessee.

Contraband shall include, but not be limited to drugs, drug paraphernalia, weapons, and alcohol, possessed by anyone on HCISD property. Any law enforcement officer on site is expected to enforce the law and arrest/cite individuals for the violation of any law including but not limited to possession or consumption of alcohol on school property, drug law violations, weapon law violations, disruptions, trespassing, and the violation of any traffic law. The district's "Tobacco Free Policy" prohibits the use of tobacco in ANY form (including vapor devices), in or on any district property or any location leased by the district where a user group is being held.

The policy includes, but is not limited to, all buildings, vehicles, property (outdoor or indoor), and all staff, students, parents, visitors, and patrons. (GKA-Legal, Education Code 38-006)

### **ACCESS TO FACILITY**

Access to the rental facility will be limited to the designated area only. The district allows entry to the facility 30 minutes prior to the event and 30 minutes after the conclusion of the event. Any additional time requested by the applicant/lessee for set-up or break-down will require the hourly rental fee(s) to be assessed. This time must be requested at the time the application is submitted.

Access to the building will be granted via a district proxy (access card) that will require the signature of the contracting entity representative. The card must be picked up at the district office located at 21003 IH 35, Kyle, TX. It must be returned to the district office within five days of the conclusion of the rental or a fee of **\$25** will be invoiced. The proxy card is programmed for access to a specific door or area for the specific day and time of the rental. The card will not allow access before the scheduled contract time and will not function after the scheduled end time.

Keys are utilized only for those facilities that cannot be accessed by a district proxy card. The issuance of a key will require the signature of a person on the lease contract who must provide their driver's

license to be copied for the lease document. Keys **MUST** be returned to the district office within **48 hours** of the conclusion of the rental. If the rental falls during a time when HCISD is not operating (holiday/weekend), the keys are expected to be returned the first working day the district is back in session. This information will be provided at the time of the rental. A lost or stolen key must be reported immediately. The failure to return keys and/or lost stolen keys will require the district to **re-key** the affected facility. This expense will be charged to the applicant/lessee. Fee amounts will be assessed dependent on the facility and the scope of work necessary. This can be a significant expense depending on the number of doors affected by the lost key(s). Any keys that are alleged to be “stolen” will require the lessee to file a police report with the law enforcement agency of jurisdiction and cooperate fully with the agency.

### **VIOLATION OF LAWS, RULES, REGULATIONS AND POLICIES**

Any misrepresentation by any organization and/or individual, any abuse of any district property, any violation of state, local law or federal and/or any violation of any district policy, rule or regulation may result in:

- the immediate termination of the contract;
- the requirement to immediately vacate the premises; and/or
- the denial of that organization's and/or individual's request for future use of the premises.

The movement of any approved user group within the facility is restricted to the specific area requested by the group. Other activity shall be considered trespassing (i.e., storerooms, mechanical rooms, electric panel rooms, technology hub rooms, boiler rooms) and are expressly off limits.

### **FACILITY INSPECTION AND DAMAGE**

Any group renting or using a building for an occasion, including those in which the general public is eligible to attend, shall be held responsible for the treatment of the property during that time. This includes ensuring that the occupied areas are returned to their original condition.

All lease items, supplies and equipment must be removed at the end of the event including trash unless specific arrangements have been made with the district. The area must be returned to its original setting and no outside cleaning supplies are allowed.

The group shall, at the discretion of the Superintendent's designee, be required to employ district custodians to manage the cleanliness of the facility. The group may also be required to employ local law enforcement officers to help ensure the safety of attending persons and prevent the potential destruction of school property. Employment of law enforcement officers does not release the renting or using group from liability for any damages incurred and/or injuries sustained while the building is occupied by the using group. Law enforcement staffing will be handled by the district and payment will be made directly to the officer and agency by the lessee at time of service.

Damages to district property shall be paid for by the using group whether caused by the using group or others. Misuse or abuse of district equipment and/or facilities will result in the immediate denial for further use of the facility.

## **RELIGIOUS ORGANIZATIONS/CHURCHES**

A religious organization must meet the definition of a church under the Internal Revenue Code, 170(b)(1)(A)(i). Churches desiring to rent a facility on an extended basis for regular religious services shall be allowed to lease elementary campuses only. Membership of the church must be at least 50% of residents residing in district boundaries. A membership roster reflecting member addresses must be provided to the Superintendent's designee upon request. Churches shall be charged the designated rate per hour for use of the facilities for a lease period of one year. The lease rate is subject to increase each year thereafter, up to five years at which time the lease will terminate. (See "Long Term Rental Contracts" for additional information.)

## **NON-PROFIT (501c3) VERIFICATION**

All 501c3 non-profit corporations shall provide a copy of their Letter of Determination from the IRS. The applicant/lessee acknowledges by their application that the applicant/lessee's organizational officer(s) understand and accept the personal liability required under the "Charitable Immunity and Liability Act", and accept all applicable personal liability for the applicant/lessee's use of school facilities and properties.

## **RESTRICTED USE OF CERTAIN AREAS**

Certain areas such as laboratories, shops, storage areas and technology classrooms are not available for public use. Campus auditoriums and theaters may be used by non-profit organizations for general youth group leadership-training events; by performance studios for annual recitals or onetime events and any established business partners for approved training or employee recognition events. Performance and athletic areas will be available to lease only with the approval of the campus staff responsible for that area.

## **KITCHEN RENTAL**

The use of any district owned kitchen equipment or area will require the contractor to strictly adhere to Chapter 438, Texas Health and Safety Code, "Public Health Measures Relating to Food" and the Texas Health and Human Services "Food Handler Criteria". In the event that food is prepared for the public or outside of the immediate organization, HCISD requires a person holding a current "Food Handler's Permit" to be on site for the entirety of the event, monitoring activities.

The area must be returned to its original condition; no outside cleaning supplies are allowed. Cleaning of the affected areas will require the use of district approved cleaning supplies. Rental of a campus kitchen area requires the presence of a child nutrition employee who will oversee the use and cleaning of the facility by the contractor. HCISD child nutrition staff will remain on-site during the occupation of the area by the applicant/lessee. The fee for the employee is billed to the contractor; the district is responsible for that payment to the specific employee.

## **ADA COMPLIANCE**

Applicant/lessee hereby agrees, warrants and represents that applicant/lessee will comply with the Americans with Disabilities Act at least to the same extent HCISD would be required to comply with such act. Applicant/lessee will indemnify and hold harmless HCISD and its officers, employees and agents for, from and against any and all claims by third parties alleged against HCISD for alleged violations of the Americans with Disabilities Act relating to applicant/lessee's operations, programs and/or failure to make accommodations.

**GROUPS** - A group is considered 5 or more people gathering in one location with regular frequency and will be required to complete the appropriate facility rental application.

- **TIER 1 (HCISD Sanctioned School Event or Function):**

District-sanctioned school events or functions are those activities in which HCISD students engage in a district planned or sponsored activity. This includes events such as athletic pursuits, scouts, clubs, fine arts activities, tutorials and mentoring, etc. Parent organizations, boosters and fundraising activities affiliated with a particular school or the district are also included in this category. School-related events and campus training are sanctioned functions. *(These events do not incur a district expense other than personnel costs that may be incurred due to the event, i.e. custodial, child nutrition, outside contractor, law enforcement, coaches, specialized staff, etc. which will be required to be paid by the organization.)*

- **TIER 2 (Governmental Organizations and Community Youth Organizations):** Youth organizations that are included in the category must have at least 85% of their participants composed of HCISD students. *(Examples include youth recreational sports, city or county events, etc.)* Organizations will need to be prepared to provide the district with a roster upon request detailing this requirement. Any HCISD staff member conducting a “camp” under this group must be a full-time employee and the camp shall not be sponsored by a private organization. Financial assistance shall be provided to participants that qualify for the national school lunch program. (Sponsored camps fall under Tier 4).

- **TIER 3 (Non-Profit Organizations):** refers to an organization with a 501(c)(3) status from the Internal Revenue Service. A copy of the IRS 501(c)(3) shall be required as proof of status.

- **TIER 4 (For-Profit Organizations):**

Refers to any partnership, association, organization or corporation engaged in a business for profit, which desires to use a school facility to engage in a profit-making enterprise for its owners, members, officers, directors, or stockholders.

- **TIER 5 (UIL Events - Playoffs/non-HCISD use)**

This is a special category utilized through the Athletic department leadership staff.

## **CONDITIONS OF FACILITY USE**

By submitting an application for review and approval, the applicant/lessee agrees to all of the following terms and conditions of facility use:

- Representative(s) specified on the application as responsible for the leased facilities shall be present at all times during the event(s).
- Applicant/lessee and any of its officers, employees, volunteers, agents, guests, and invitees shall comply with all applicable federal, state, and local laws, regulations, and rules as well as all HCISD policies, regulations, and guidelines.
- The applicant/lessee using district facilities shall guarantee orderly behavior of any and all persons using the facilities and shall be liable for any property damage or personal injury that occurs as a result of their use and for any personal injury.
- In the event that an applicant/lessee requires emergency use of a district employee not previously contracted for the event, an hourly **call-out fee of \$75** will be invoiced for the

district employee to the applicant/lessee. **1-888-363-6032 (After-hours number)**

- All trash is the responsibility of the applicant/lessee unless other arrangements have been made during the rental process. Campus trash cans may be used during the event but must be emptied, have the bag replaced and all of the trash removed from campus and placed inside the dumpster. Absolutely no trash may be left adjacent to a dumpster or on the property by the applicant/lessee. Absolutely no large trash items can be left by the applicant/lessee to be disposed of by the district.
- **Custodial cleaning shall be scheduled by the HCISD Custodial Department and paid for by the applicant/lessee.** The applicant/lessee shall not be permitted to opt out of custodial services if required by HCISD. Some events will require custodial services. The applicant will be advised of this requirement during the rental process. The applicant/lessee will remit payment for the district custodial rate in full prior to the event based on the hours contracted. In the event conditions require extended hours beyond the contract time, the applicant/lessee will be responsible for any additional charges and will be invoiced.
- Hays CISD has specific approved chemicals and disinfectants for cleaning. No outside chemicals may be brought into the facility for use without prior written approval.
- Hays CISD Integrated Pest Management (IPM) coordinates and manages all pest control treatment throughout the district. State law prohibits pest control treatment by anyone other than a licensed professional. Absolutely no person is allowed to possess or apply any type of pest control products inside or outside a district building or property. In the event of a pest control issue, contact HCISD personnel to address.
- Desks, tables and chairs may be used during an event. HCISD understands that some rearrangement of the space may be necessary by the applicant/lessee. **Lift, do not drag furniture as this causes damage to the floor.** Items should be moved by stowing legs and lifting to move. Unlock any wheels to prevent dragging damage to the floor prior to movement. **All furniture must be returned to its original position.** Any damage to the furniture or floor will be repaired and billed to the applicant/lessee.
- All district owned specialized equipment (sound systems, specialized lighting systems, projectors, PA systems, computers, lighting equipment, scoreboards, etc.) are not included in the facility rental. This equipment may not be accessed or used by the lessee unless the specific facility being rented approves of its use. An additional fee will be assessed based on the equipment requested and any requirements for specialized personnel to operate the equipment. If the equipment is requested but not used during the event, the applicant will still be required to pay the associated fees.
- Permission to use the facility or any portion thereof shall not be transferred to a third party.
- The number of participants shall not exceed the capacity of the rental agreement, as established by HCISD.
- Usage and users are expressly restricted to the area(s) leased. Violation of this regulation may result in immediate cancellation of the rental and the lessee will be required to vacate the property immediately.
- No furniture, fixtures or equipment shall be removed from any building or rearranged between rooms.
- Food and drinks shall be consumed only in areas designated for such use. All food and drinks must be removed and the area left clean. **Additional fees will be assessed if the lessee does not comply. Infractions may result in cancellation of the lease.**

- An applicant/lessee that wishes to sell or serve food at a HCISD Facility shall receive prior approval during the rental process. All food servings must be in compliance with the Texas Health and Safety Code, Chapter 438. Such compliance is the responsibility of the applicant/lessee.
  - Permission to sell any product in any facility during the rental period must be obtained from HCISD during the rental process prior to the execution of the agreement.
  - No smoking, tobacco use, drugs or alcoholic beverages are allowed on HCISD property.
  - Fogging machines are not permitted for any activity or event.
  - The use of decorations of any type must have prior approval from the campus administration and/or the Facility Use Coordinator. The user shall not drive staples, nails, tacks or screws into the floors, walls, ceilings, furniture or any other school property. The user shall not use duct tape, packing tape, strapping tape, or foam mounting tape on any surface. Painter's tape should be used where tape is necessary.
  - The applicant/lessee shall not paint, wallpaper, mark or deface any school property.
  - Open flames are not allowed.
  - Firearms, weapons, or explosives are not allowed.
  - Under no circumstances shall unattended vehicles be allowed to park in fire lanes, by fire hydrants, blocking driveways/gate, in handicap spaces, in handicap accessible routes or other unauthorized areas such as sidewalks, parking islands or playfields.
  - Organizations using school facilities are responsible for enforcing all restrictions.
- Applicant/lessee may only place temporary signage advertising lessee's use on the property where the leased facility is located. Such signage must be pre-approved and shall not cover any sign erected by HCISD. Signs can only be placed on the day of the rental and must be removed the same day. If signage is left on the property they will be discarded and the applicant will be assessed a clean-up fee.
- Applicant/lessee may be required to utilize HCISD personnel/administration or district-arranged contract employees for an event based on the submitted application details. **The cost for district personnel will be billed to the applicant/lessee.** HCISD will schedule and pay these employees.
  - Applicant/lessee may be required to utilize security for an event based on the submitted application details. **The cost for specialized personnel, such as law enforcement or parking lot attendants, will be billed to the applicant/lessee.** HCISD will schedule and pay these contract employees.
  - Custodians and other required personnel will not be considered security.
  - Due to safety and health concerns, no animals are allowed at events, including dogs (except for certified service dogs with proper paperwork and official designation).
  - Per district policy the lessee shall not alter the facility in any way, either temporary or permanent. Facilities are rented as is and do not include access to district owned technology, sound, adjustable lighting, or other equipment unless part of the leasing agreement.
  - No outside (non-district) property may be stored at, or on, any district facility or property.
  - Newly opened campuses will not be rented for one year from the date the campus has opened, due to warranty issues.
  - Organizations will be required to provide adult supervision during all events at the ratio of one adult for every 25 children participating in the event.
  - Applicants shall obtain prior written approval before using or contracting to use tents, inflatable moonwalks, inflatable slides, water slides, animal rides, petting zoos, carnival attractions, wild animals, reptiles and other amusement-like items on district property.

- The user, its guests and invitees shall wear appropriate athletic shoes when using gymnasiums for any purposes.
- Food and/or drinks are not allowed in any gymnasium or auditorium.
- All turf guidelines must be followed for the use of HCISD fields.

## Indemnification & Release

**AGREEMENT CONTRACTUAL** These documents shall constitute a contractual agreement upon: (1) acceptance and approval by the authorized HCISD representative; and, (2) payment of the 25% deposit by the applicant/lessee.

**LIMITATION ON CONVEYANCE** Notwithstanding any reference in these documents to the contrary, this contract shall create only a license to occupy those specific portions of the real property identified herein for the specific dates and times specified. This contract shall not create a Landlord/Tenant relationship, nor any of the rights or incidents thereof.

**LIMITATION ON WAIVER** The waiver of any right of HCISD under this contract shall be limited to specific instances of waiver and may not be construed as a general waiver of HCISDs right to enforce any term thereof.

**WAIVER OF WARRANTIES; LIMITATION OF LIABILITY** The parties recognize and agree that HCISD facilities are made available to community groups as an extension of HCISDs educational mandate and not as a commercial venture. It is therefore expressly agreed that HCISD facilities are made available "AS-IS, WHERE-IS. "THE PARTIES DO FURTHER EXPRESSLY WAIVE AND DISCLAIM ANY AND ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF HABITABILITY OR SUITABILITY FOR A SPECIFIC PURPOSE. In the event an HCISD facility shall become unsuitable for use at the time and date specified herein due to a failure of the facility, a system thereof, a utility, weather, fire, strike, or any other condition beyond the reasonable control of HCISD, HCISD shall, at its sole and exclusive option, either: (1) make the same or substantially similar facilities available at another time or date mutually agreeable to the parties; or, (2) return the non-refundable deposit and thereby terminate this contract, or, in the case of an extended contract, return a pro rata portion of rent based on the amount of time the facility is not available. HCISD shall have no other duty or liability, and the Renter agrees to assume the full economic risk thereof.

***THE PARTIES DO FURTHER EXPRESSLY AGREE THAT HCISD'S SOLE AND EXCLUSIVE LIABILITY IN THE EVENT OF A BREACH OF THIS AGREEMENT BY HCISD SHALL BE LIMITED TO A REFUND OF RENT AND DEPOSITS ACTUALLY PAID TO HCISD. HCISD SHALL IN NO EVENT BE LIABLE FOR SUMS EXPENDED IN ANTICIPATION OF PERFORMANCE, LOST PROFITS, CONSEQUENTIAL DAMAGES, OR OTHER DAMAGES. THIS LIMITATION SHALL APPLY WITHOUT RESPECT TO WHETHER DAMAGES ARE THE RESULT OF HCISD'S OWN NEGLIGENCE.***

**NO WAIVER OF IMMUNITY** Acceptance of this contract by HCISD shall not constitute a waiver of any immunity, defense or limitation of liability applicable to HCISD as a public school district, nor of those applicable to any HCISD officer, official, employee, agent, or volunteer.

**ENTIRE AND INTEGRATED AGREEMENT:** These documents represent the entire agreement between the parties respecting the subject matter thereof. All prior representations, negotiations, and discussions of terms are deemed to have been integrated herein. No representative of HCISD shall have the authority to enter into any oral modification of this contract, or to waive the terms thereof.

**CHOICE OF LAW AND VENUE:** This contract shall be interpreted and enforced in accordance with the laws of the State of Texas. Venue for any litigation arising from this contract shall lie exclusively in state court in Hays County, Texas. This contract does not include any agreement to arbitrate.

**CONDITIONS OF APPLICATION:** Access to Hays CISD facilities is the responsibility of each school principal. Key duplication is prohibited. In making this application, it is understood and agreed that the provisions of School Policy-Community Use of School Facilities as adopted by the Board of Trustees of the Hays CISD be adhered to in every instance. A complete copy of the Policy is available in connection with the use of school facilities.

The applicant hereby agrees and undertakes to save and hold harmless Hays CISD, its officers, agents and employees from any and all claims for damages, personal or otherwise, that may arise out of the use of said property whether by a member of this organization or by other persons using or enjoying said property and without regard to whether the damage, personal or otherwise, is brought about or caused by negligence whether on the part of the applicant or the school district or both. All groups must sign a Rental Agreement and must furnish liability insurance prior to approval for use.

Any organization using school facilities must provide an original Certificate of Insurance, with Hays C.I.S.D. named as the Certificate Holder. indicating a minimum of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage coverage. In addition, Hays C.I.S.D. must be named as an additional insured on this policy. The insurance carrier must hold a minimum "A" rating from the A.M. Best Company. However, HCISD reserves the right to determine the acceptability of a carrier regardless of its rating. The insurance requirement may be waived by organizations that exist for the improvement of educational opportunity in the District, subject to the approval by the Superintendent or designee.

**My signature below indicates my acknowledgement of and agreement to the district facility use rules and regulations.**

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_