

**FOUNDERS DAY
FESTIVAL
Facilities Use Agreement**

This Founders Day Festival Agreement ("Agreement") is made and entered into on the [REDACTED] day of [REDACTED] 2023, by and between the CITY OF DRIPPING SPRINGS, TEXAS, a general law municipality ("CITY"), the DRIPPING SPRINGS LIONS CLUB, a Texas nonprofit corporation ("LIONS CLUB") and the DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT ("DSISD"). In this Agreement, the CITY, DSISD and LIONS CLUB are sometimes individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS:

WHEREAS, each year the Founders Day Festival ("Founders Day") is held in the City of Dripping Springs, Hays County, Texas; and

WHEREAS, CITY owns that certain 0.846 tract of land in the City of Dripping Springs, Hays County, Texas being more particularly described in *Exhibit "A"*, attached hereto and incorporated herein as if fully set forth ("City Property"); and

WHEREAS, DSISD owns that certain property in the City of Dripping Springs, Hays County, Texas being further described in *Exhibit "B"*, attached hereto and incorporated herein as if fully set forth ("DSISD Property"); and

WHEREAS, LIONS CLUB desires to participate in Founder's Day and use the City Property and DSISD Property for festival activities; and

WHEREAS, subject to the terms and conditions hereinafter stated, CITY and DSISD agrees to allow LIONS CLUB to participate in Founders Day and use the City Property and DSISD Property; and

WHEREAS, the Parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

ARTICLE I. RECITALS

1.01 The foregoing recitals are incorporated into this Agreement by reference as if expressly set forth herein.

ARTICLE II. DEFINITIONS

- 2.01 Agreement** means this binding legal contract between the Parties. The Agreement includes any exhibits, addenda, and/or amendments. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:
- (a) This Agreement;
 - (b) exhibits.
- 2.02 City** means the City of Dripping Springs, Hays County, Texas.
- 2.03 DSISD** means the Dripping Springs Independent School District, Hays County, Texas.
- 2.04 Effective Date** means the date upon which the binding signatures of all Parties to this Agreement are affixed.
- 2.05 Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or military authority, insurrections, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, explosions, or other causes not reasonably within the control of the party claiming such inability.
- 2.06 Lions Club** means the Dripping Springs Lions Club, a Texas nonprofit corporation.
- 2.07** Certain other capitalized terms have the meanings given in the Recitals or section of this Agreement where first used.

ARTICLE III. TERM

- 3.01** This Agreement shall be effective on the Effective Date, and shall remain in full force and effect until 12:00 midnight April 30, 2023.

ARTICLE IV. OBLIGATIONS

- 4.01 Obligations of LIONS CLUB.**
- (a) LIONS CLUB agrees to review and comply with all rules and regulations adopted by CITY regarding Founders Day.
 - (b) LIONS CLUB agrees that the contractor for the carnival shall add CITY and DSISD to its insurance as additional named insureds and provide a copy to DSISD and the CITY as provided in Exhibit "C".

- (c) LIONS CLUB shall take reasonable steps to ensure that waste is not performed upon the DSISD Property, and that any damage to the grounds is limited to reasonable wear and tear. Any destruction, damage, or injury to DSISD property during the LIONS CLUB's use of the DSISD Property shall be cleaned and repaired by the LIONS CLUB.
- (d) LIONS CLUB and CITY are obligated to remove and properly dispose of all litter, trash, and refuse on the DSISD Property as a result of the carnival.
- (e) The LIONS CLUB's use of the DSISD Property on Friday shall not interfere with, or any way hinder, DSISD's use of the Administration Building, and access to the Administration Building from the rear of the building.
- (f) LIONS CLUB shall take all steps necessary to prevent use of alcoholic beverages or tobacco products on the DSISD Property.
- (g) LIONS CLUB shall review and comply with DSISD Facility Use Policy in *Exhibit "C"* attached hereto and incorporated herein as if fully set forth within. LIONS CLUB shall review and comply with DSISD policy GK.A (LEGAL) and policy GKD (LOCAL) as published on TASB website (<http://www.tasb.org/po li cy/pol/private/1059040>) with the exception of the Facility Use Policy requirement to provide chaperons for children.

4.02 Obligations of DSISD.

- (a) DSISD agrees to allow LIONS CLUB the use of the DSISD Property for Founders Day activities.
- (b) DSISD agrees to allow LIONS CLUB the use of the DSISD Property beginning on Thursday, April 27, 2023 from 5:00 p.m. and remain on the premises until Sunday, April 30, 2023 until midnight.
- (c) DSISD agrees that LIONS CLUB shall have sole control of the operation of the LIONS CLUB' s carnival business at Founders Day with the exception of one (1) booth area designated for DSISD Booth located on the Bridge Entrance to Carnival Area which shall be clearly marked by DSISD prior to arrival of carnival contractor and may not set up prior to Saturday April 29, at 6am.

4.03 Obligations of CITY.

- (a) CITY agrees to allow LIONS CLUB the use of the CITY Property for Founders Day activities.
- (b) CITY agrees to allow LIONS CLUB the use of the CITY Property beginning on Thursday, April 27, 2023 from 5:00 p.m. and remain on the premises until Sunday, April 30, 2023 until midnight.

- (c) CITY agrees to a partial street closure of Mercer Street from the intersection with US Highway 290 to the Mercer Street Bridge, beginning on Thursday, April 27, 2023 at 5:00 p.m. in accordance with the CITY's Traffic Control Plan.
- (d) DSISD will be allowed to access one lane of Mercer Street from Highway 290 to the Administration Building driveway located on Mercer Street for bus traffic only. DSISD will provide a Student Resource Officer or appropriate official to direct traffic during the following times:
 - Friday, April 28, 2023, beginning at 7:15 a.m. and ending 7:45 a.m.; and
 - Friday, April 28, 2023, beginning at 2:30 p.m. and ending 3:30 p.m.
- (e) The CITY confirms that it has obtained liability coverage through the Texas Municipal League Intergovernmental Risk Pool, that covers its streets and public areas. Such liability coverage shall be made available to LIONS CLUB as a participant in Founders Day. Such liability coverage shall cover DSISD Property and name DSISD as additional insured.
- (f) CITY agrees that LIONS CLUB shall have sole control of the operation of the LIONS CLUB carnival business at Founders Day.
- (g) CITY agrees to post signs prohibiting the sale or consumption of alcohol and tobacco products on DSISD property.
- (h) CITY agrees to restrict access to specific areas of DSISD property through the use of barricades as further depicted in *Exhibit "D"* attached hereto and incorporated herein as if fully set forth.
- (i) CITY agrees to provide an appropriate official to guard and patrol the west gate entrance, as further depicted in *Exhibit "D."*

ARTICLE V. NOTICES

5.01 All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- (a) When delivered personally to the recipient's address as stated in this Agreement; or
- (b) Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to LIONS CLUB:
Dripping Springs Lions Club

Attn: Sharon Kemp
P.O. Box 53
Dripping Springs, TX 78620

Notice to DSISD:
Dripping Springs ISD
Attn: Superintendent
PO Box 479
Dripping Springs, TX 78620

Notice to CITY:
City of Dripping Springs
Attn: City Administrator
PO Box 384
Dripping Springs, TX 78620

With Copy to:
Walsh Gallegos Trevino Russo & Kyle P.C.
Attn: Oscar Trevino
Centennial Towers
505 E. Huntland Dr.
Suite 600
Austin, Texas 78752

Any address or name specified above may be changed by a notice given by the addressee to the other party in accordance with this Article V.

The inability to deliver because of changed address of which no notice was given, or the rejection or other refusal to accept any notice, demand or other communication, shall be deemed to be the receipt of the notice, demand or other communication as of the date of such inability to deliver or the rejection or refusal to accept.

Nothing contained herein shall be construed to restrict the transmission of routine communications between the Parties.

ARTICLE VI. TERMINATION & SUSPENSION

6.01 This Agreement may, by written notice given in the manner hereinafter provided, be terminated by:

- (a) mutual written consent of the Parties; or
- (b) CITY if a default or breach shall be made by LIONS CLUB or DSISD with respect to the due and timely performance of any of its covenants and agreements contained herein; or

(c) DSISD if a default or breach shall be made by LIONS CLUB or CITY with respect to the due and timely performance of any of its covenants and agreements contained herein.

6.02 No termination of this Agreement, whether pursuant to Section 6.0 I above or otherwise, shall terminate or impair any claim by CITY or DSISD against LIONS CLUB based upon any breach of this Agreement.

In the event CITY or DSISD terminates under this section, the following shall apply: Upon CITY's or DSISD's delivery of the referenced notice to LIONS CLUB, LIONS CLUB shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. The Parties agree that LIONS CLUB shall be solely responsible for any payments due to any subcontractors.

ARTICLE VII. GENERAL PROVISIONS

7.01 Assignment. The Parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. This Agreement, any part thereof, or any interest herein shall not be assigned by LIONS CLUB without the express written consent of the CITY and DSISD.

7.02 Waiver. No covenant or condition of this Agreement may be waived without consent of the Parties. Forbearance or indulgence by the CITY or DSISD shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

7.03 Venue & Enforcement. This Agreement shall be enforceable in Dripping Springs, Texas, and if legal action is necessary by any of the Parties with respect to the enforcement of any or all of the terms or conditions of this Agreement, exclusive venue for same shall lie in Hays County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

7.04 Exclusive agreement. This document, and all appended documents, constitutes the entire Agreement between the Parties. This Agreement may only be amended or supplemented by mutual agreement of the Parties in writing.

7.05 Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

- 7.06 Force Majeure.** Neither CITY, DSISD, nor LIONS CLUB shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.
- 7.07 Multiple Counterparts.** This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.
- 7.08 Independent Status.** LIONS CLUB is independent, and is not CITY's or DSISD's employee. LIONS CLUB's employees or subcontractors are not CITY's or DSISD's employees. This Agreement does not create a partnership, joint venture or agency, express or implied, nor any employer-employee, or borrowed servant relationship by and among the parties.
- 7.09 Indemnification.** LIONS CLUB shall defend (at the option of CITY or DSISD), indemnify, and hold CITY and DSISD, their successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of LIONS CLUB, or LIONS CLUB's agents, employees, subcontractors, invitees, guest or trespasser in the performance of LIONS CLUB's obligations under this Agreement, no matter how, or to whom, such loss may occur. Attendees at the Founders Day Festival shall be deemed an invitee for purposes of this Section 7.09 indemnification. Nothing herein shall be deemed to limit the rights of CITY, DSISD or LIONS CLUB (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.
- 7.10 Compliance with Laws & Ordinances.** LIONS CLUB, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Ordinances of the City of Dripping Springs, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.
- 7.11 Third Party Beneficiaries.** For purposes of this Agreement, including its intended operation and effect, the Parties specifically agree that: (1) the Agreement only affects matters/disputes between the Parties to this Agreement, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with the CITY, DSISD or LIONS CLUB; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either the CITY, DSISD or LIONS CLUB.

7.12 Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the CITY or DSISD. Neither the CITY nor DSISD waives, modifies, or alters to any extent whatsoever the defense of governmental immunity pursuant to the laws of the state of Texas.

7.13 Standard of Care. LIONS CLUB represents that it employs or contracts with trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

7.14 Authority to Act. The Parties each represent and warrant that the signatories on this Agreement are authorized to execute this Agreement. Each party warrants that any action required to be taken in order for this Agreement to be binding on it has been duly and properly taken prior to the execution of this Agreement.

IN WITNESS WHEREOF, the Parties to these presents have executed this Agreement on the dates indicated.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT:

Dr. Mary Jane Hetrick

Attest:

Shannon O'Connor, Board Secretary

DRIPPING SPRINGS LIONS CLUB:

Denise Nemanich, President

EXHIBIT A

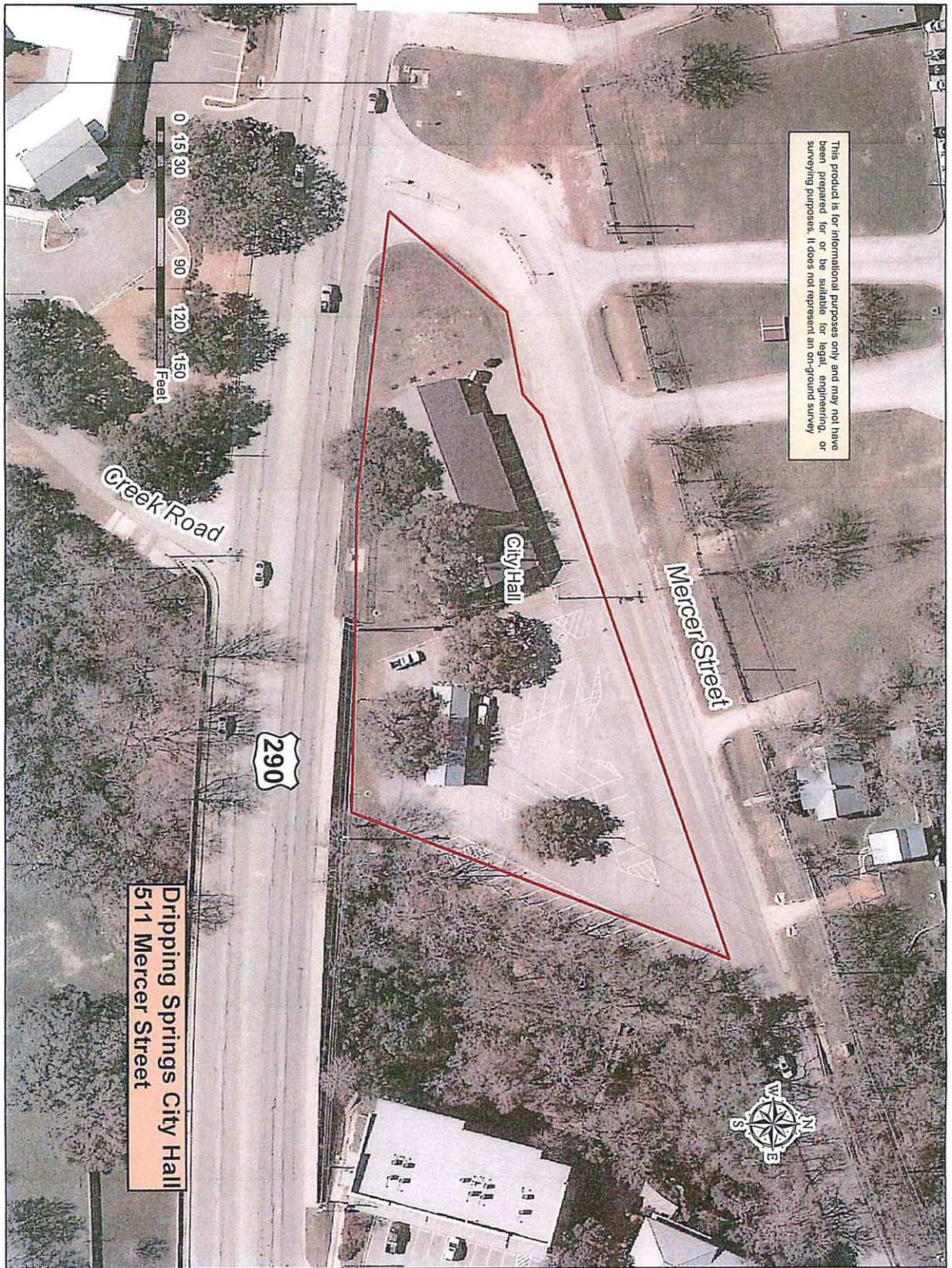
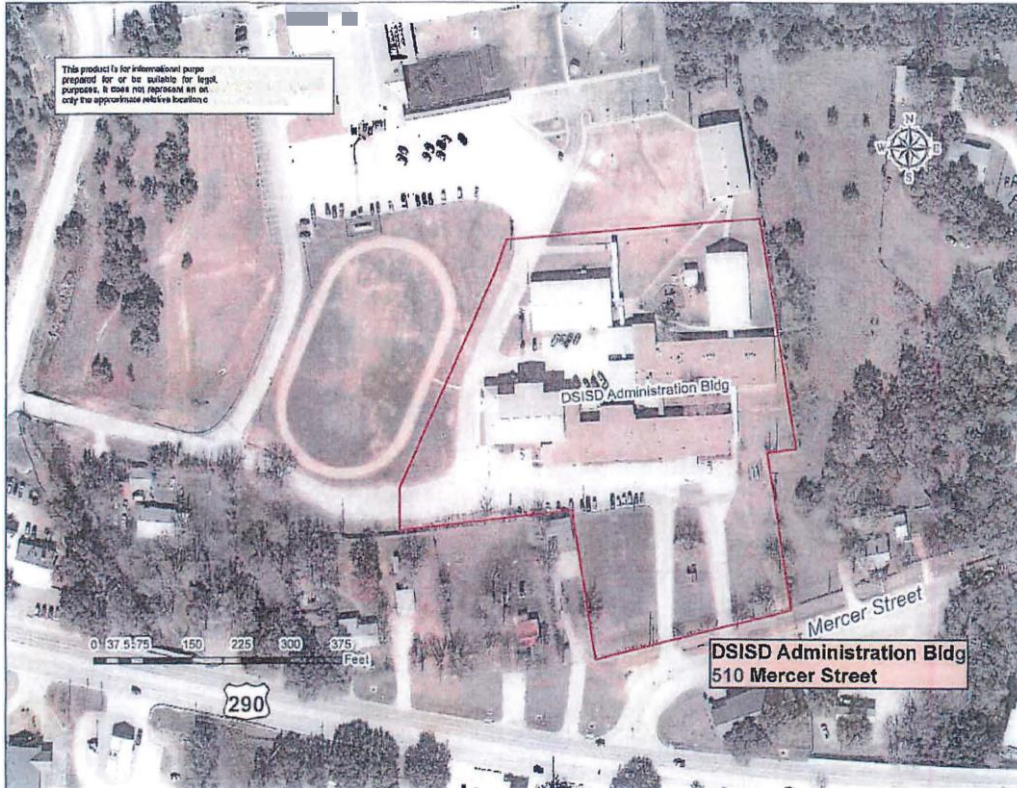


EXHIBIT B



City of Dripping Springs
Public Works Department

City of Dripping Springs
Page 10 of 13

Facility Use Policy

COMMITMENT

The primary purpose or function of public school facilities is to provide quality educational environments conducive to the learning of the students they serve. Dripping Springs Independent School District (DSISD) also supports the physical and moral character development of its students through after school activities, and supports the growth and development of the citizens of the Dripping Springs community. To accomplish this, DSISD encourages the use of school buildings and grounds by the community for educational, recreational, civic and cultural activities to the extent possible under public school laws and regulations. Accordingly, community use of school buildings and grounds is subject to the needs and convenience of the District and shall be permitted so long as such use does not conflict with the District's use of school buildings and grounds for public school purposes and activities, with state and federal laws, with local ordinances or with the proper care and maintenance of school facilities and grounds. Facilities may not be used by outside organizations without a valid facility use application.

The Dripping Springs ISD is a tax-supported non-profit organization established to serve the students and youth residing within the boundaries of the District. DSISD may, therefore, differentiate among various categories of organizations/groups (such as youth groups, non-profit organizations, for-profit organizations, and civic groups) in establishing the fees charged. All organizations/groups within the same category shall be offered fair and equal access to DSISD facilities

GROUPS

District Sanctioned School Functions

District Sanctioned School Function groups shall mean approved student groups/clubs or parent organizations affiliated with a particular school or the district.

Youth Groups

Youth Groups shall mean any 501c3 group or organization intended to serve young people of school age. DSISD policy GKD (LEGAL) / GKD (LOCAL) states that in order for an organization to qualify for the DSISD youth group rate, 85 percent of the total participants of the organization must be DSISD students and a **complete roster of the student participants and the campus they attend is required to accompany the request.**

Non-Profit Organizations

The term "**Non-Profit Organization**" shall mean any civic, service, religious or charitable agency, association, organization, corporation, or partnership which is not engaged in a business or enterprise to produce income or a financial gain and which has obtained 501c3 status from the IRS (Internal Revenue Service). This definition is not intended to preclude a non-profit organization from engaging in fund-raising activities or charging fees for services simply to defray the organization's costs or for charitable purposes.

For-Profit Organizations

The term "**For-Profit Organization**" shall mean 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.

GENERAL REQUIREMENTS

A responsible representative of a group or organization desiring to use a school facility shall submit a completed Dripping Springs ISD *Facility Use Application*, after reviewing the Dripping Springs Facilities Use Policy, to the Facility Use Department at least 21 days and no more than 6 months prior to the desired date.

The items listed below are required for approval for scheduling non-school events in Dripping Springs ISD facilities.

- A completed Dripping Springs ISD *Facility Use Application*.
- A copy of the organization's insurance policy in the name of the organization listing Dripping Springs ISD as additionally insured and/or the certificate holder.
- All 501c3 non-profit entities shall provide a copy of their *Letter of Determination* from the IRS.

Dripping Springs

INDEPENDENT SCHOOL DISTRICT

Facility Use Policy

In addition to complying with the terms and obligations set forth in this Policy, the Applicant/Lessee must also comply with all applicable laws, regulations, policies and guidelines. The application incorporates the terms and conditions of this Policy and any Amendments. Amendments or modifications to this Policy shall be in writing and signed by both parties.

An Applicant/Lessee's completion of the Dripping Springs ISD Facility Use Application ("application") does not constitute authorization for use nor does it assure availability of the facility as requested by the Applicant/Lessee. Dripping Springs ISD Board Policies (GKD (LEGAL) and GKD (LOCAL) are available through the Dripping Springs ISD website, or may be provided to any Applicant/Lessee upon request.

Application Filing

Application must be filed no less than 21 days and no more than 6 months prior to the requested date(s) of use. Any use of school facilities can be cancelled at the discretion of the DSISD without advance notice, if the activities are determined to be in conflict with district activities. In the case of inclement weather or other extenuating circumstances, District personnel will determine field conditions and use of district facilities on the day of the event. In the case of cancellation by the District, the district assumes no liability other than the return of any previously paid fees for unused facilities. The District shall **not** be obligated to locate and/or provide substitute space for an approved organization should the space be required by an approved organization with a higher priority.

Rental Cost and Fees for Use of Facilities

All payments must be mailed or made in person at the Dripping Springs ISD Facility Use Department, 510 West Mercer Street, P.O. Box 479, Drippings Springs, Texas 78620-0479. **No** DSISD employee is authorized to accept tips, gratuities or wages directly from the Applicant or lessee.

Applicant will be charged for all dates and times scheduled, unless a cancellation notice of at least five (5) working days is received.

The organization's authorized representative who signs this application/Policy agrees to pay all rental fees within 30 days of the date of statement.

A six percent (6%) penalty may be added to the total rental cost for payments 30 days past due of the statement date. Failure to pay rental fees and any penalty assessed as provided herein may result in the loss of rental privileges.

Insurance Requirements

The Applicant/Lessee must provide an *Accord Certificate of Insurance* with types and limits of insurance given at the time of submission of the Rental Application. Applications received without an accompanying Accord Certificate of Insurance will be declined and returned. (See Page 7 titled *Dripping Springs ISD Schedule of Minimum Insurance Requirements*)

The Accord Certificate of Insurance shall name Dripping Springs ISD as "Certificate Holder". The Accord Certificate of Insurance must provide coverage for the whole term of the Rental Application. Dripping Springs ISD reserves all rights to accept or deny proposed coverage based on type, limits and the named underwriter.

Non-Profit Status verification requirement

All 501c3 non-profit corporations shall provide a copy of their *Letter of Determination* from the IRS. The Applicant/Lessee acknowledges by this signed 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.

Religious Organization

A religious organization must meet the definition of a church under the Internal Revenue Code, 170(b)(1)(A)(i).

Facility Use Policy

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 DSISD would be required to comply with such act. Applicant/Lessee will indemnify and hold harmless DSISD and its officers, employees and agents for, from and against any and all claims by third parties alleged against DSISD for alleged violations of the Americans with Disabilities Act relating to Applicant/Lessee's operations, programs and/or failure to make accommodations.

Health Requirements

All food servings must be in compliance with Texas Health and Safety Code (HSC), Chapter 438, Subchapter G. A temporary food permit from the City of Dripping Springs Sanitarian Department or Hays County Development Services Division may be required. (See *Do You Need A Temporary Food Event Permit?*)

Distribution of Literature

Distribution of written or printed materials, handbills, photographs, films, or other visual or auditory materials shall not be sold, circulated, distributed, or posted on any District premises except in accordance with DISD Policy GKDA (LEGAL) and GKDA (LOCAL).

Community Education Department

The following activities conducted on or in any district facility shall be coordinated through the District's Community Education Department in accordance with District Program Guidelines and Procedures:

- Private Instruction or Coaching (Individual or Group)
- Camps
- Classes
- Clinics
- Recreational or Competitive Team or League
(including Youth Sports, AAU, 7-on7 and other such groups)

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:

- 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 and with all Dripping Springs ISD 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**.
- All trash or recycling container pick-ups, other than those normally scheduled, which are required as a result of the Applicant/Lessee's event will be paid for by the Applicant/Lessee.
- Custodial cleaning shall be scheduled by the Dripping Springs ISD Facilities Department and paid for by the Applicant/Lessee. Applicant/Lessee shall not be permitted to opt out of custodial services required by Dripping Springs ISD.
- All District owned specialized equipment (projectors, PA systems, computers, lighting equipment, bleachers, etc.) will be operated only by Dripping Springs ISD employees. Additional fees for staff and equipment will apply for these services.
- Permission to use the facility or any portion thereof shall not be transferred to a third party.
- Representative(s) specified on the Application as responsible for the leased facilities shall be present at all times during the event.
- The number of participants shall not exceed the capacity of the facility, as established by Dripping Springs ISD.
- Usage and users are restricted to the area leased.

Dripping Springs

INDEPENDENT SCHOOL DISTRICT

Facility Use Policy

- No furniture, fixtures or equipment shall be removed from any building or rearranged between rooms and facilities except Facility Use Coordinator as scheduled by the Facility Use Coordinator.
- Food and drinks shall be consumed only in areas designated for such use and only after receiving prior written approval for such consumption from the Facility Use Coordinator. All food and drinks must be removed and the area left clean.
- An Applicant/Lessee that wishes to sell or serve food at a DSISD Facility shall receive prior approval of such from the Facility Use Coordinator. All food servings must be in compliance with the Texas Health and Safety Code, Chapter 438. Such compliance is the responsibility of Applicant/Lessee. A temporary food permit from the City of Dripping Springs Sanitarian Department or Hays County Development Services Division may be required.
- Permission to sell any product in any facility during the rental period must be obtained from the Facility Use Coordinator prior to the execution of the Policy.
- No smoking, tobacco use, drugs or alcoholic beverages are allowed on Dripping Springs ISD property.
- The use of decorations of any type must have prior approval from 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.
- Use of Dripping Springs ISD kitchens will only be allowed under the supervision of an employee of the DSISD Child Nutrition Department and must be paid for by the Applicant/Lessee.
- Open flames (other than on properly permitted food trucks) are not allowed on any Dripping Springs ISD property.
- Firearms, weapons, or explosives are not allowed on Dripping Springs ISD property.
- 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 place no more than two signs advertising Lessee's use on the property where the Dripping Springs ISD leased facility is located. Such signage must be pre-approved by the Facility Use Coordinator, and shall not cover any sign erected by Dripping Springs ISD. Applicant/Lessee signage shall not be erected more than one hour prior to and not more than 30 minutes after Applicant/Lessee's use of the facility.
- Applicant/Lessee shall provide security as determined by the Dripping Springs ISD Facility Use Department during the full course of the event. The cost for specialized personnel, such as police or parking lot attendants, will be billed to Applicant/Lessee. Custodians and other required personnel will not be considered as security.
- Due to safety and health concerns, no animals are allowed at events, including dogs (except for service dogs for the visually impaired).
- Rental fee will be assessed from the time the facility is opened until it is closed or vacated.

In addition to the above, for the use of gymnasiums, fields, cafeterias stages and auditoriums, the following restrictions apply:

- 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.
- 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.

Dripping Springs

INDEPENDENT SCHOOL DISTRICT

Facility Use Policy

- All groups and organizations using any of the DSISD playfields, playgrounds or other outdoor facilities are expected to adhere to the DSISD Integrated Pest Management Program. For any pest control issues contact the Facilities Department (512.858.3013).
- All Turf Guidelines must be followed for the use of DSISD turf fields.
- Applicant shall obtain prior written approval before using or contracting to use tents, or inflatable moonwalkers, inflatable slides, water slides, animal rides, petting zoos, carnival attractions, wild animals, reptiles and other amusement like items on District property.

Conditions for Dripping Springs High School Auditorium

- The DSHS Auditorium has a fixed conventional lighting rig and sound system with a limited selection of wired microphones that are included in the cost of the rental. Any other special technical needs (i.e. mirror balls, black lights, etc.) are to be provided by the Applicant/Lessee.
- The rental rate shall be the same for set-up, rehearsals, and performances.
- Technicians must be employees of Dripping Springs ISD.
- If the Auditorium Manager deems it necessary to have additional labor, each additional employee shall be paid for by the sponsoring organization.
- Adequate security may be required for the actual event and is contracted by DSISD with the Hays County Sheriff's Office. Security may not be contracted directly by the Lessee.
- Permission to sell any other type of product in the DSHS Auditorium during the rental period must be obtained from the Facility Use Coordinator prior to the execution of the rental contract.
- Each audience member must be seated in a fixed chair prior to the start of the performance and may never be seated in an aisle. Audience members in wheelchairs must be accommodated in the designated accessible seating areas.
- No food or drink of any kind is allowed in the auditorium itself.
- Fire, pyrotechnics, candles, open flames, or confetti of any type are strictly prohibited.

Criminal Background Checks

Approved organizations agree to prohibit employees, agents or others who have been convicted of: (a) a felony under Penal Code Title V; (b) an offense requiring registration as a sex offender under Code of Criminal Procedure, Chapter 62; or (c) an offense under the laws of another state equivalent to (a) or (b), above, from providing services, programs or training to public school age children in connection with use of District property.

No waiver of Immunities

Nothing in this Policy waives or alters any immunities provided DSISD, its employees, agents or officers, under Texas or federal law.

Indemnity provision

Applicant hereby agrees to and shall indemnify, defend and hold harmless Dripping Springs ISD, its agents, trustees, officers and employees from and against any and all suits, actions, losses, damages, liability and claims of any character, type, or description (including without limitation court costs and attorney's fees, and all such other expenses of litigation or counter suits) brought or made for or on account of any injuries or damages received or sustained by any person or persons or property arising out of or occasioned by or connected with the use of Dripping Springs ISD's facilities by Applicant/Lessee, its agents, officers, employees or invitees. **Such indemnity shall apply where the above referenced suits, actions, losses, damages liability or claims arise in whole or in part from the negligence of Dripping Springs ISD.** Applicant/Lessee agrees to and shall insure the obligations under this provision in the amounts specified pursuant to this Policy.

Dripping Springs

INDEPENDENT SCHOOL DISTRICT

Facility Use Policy

Waiver of Subrogation

Applicant/Lessee waives all rights against Dripping Springs ISD and its agents, trustees, officers, and employees, for damages or losses to the extent that such damage or loss is reimbursed by any insurance in effect during the use of Dripping Springs ISD's facilities, regardless of whether such damage or loss arises out of or is caused by negligence of Dripping Springs ISD, or its agents, trustees, officers and employees. It is the intention and agreement of both parties that the rental reserved by Applicant/Lessee have been fixed in contemplation that Applicant/Lessee shall look to its insurance carrier(s) for reimbursement of any such loss, and further that the insurance carrier involved shall not be entitled to subrogation under any circumstances against Dripping Springs ISD. Applicant/Lessee shall have no interest or claim in Dripping Springs ISD's insurance policies, or the proceeds thereof.

MISCELLANEOUS

Entire Policy

This Policy contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed, and supersedes any and all other agreements between the parties, whether verbal or written with regards to the subject matter herein. Any oral representations or modifications concerning this instrument will not be of force and effect. All amendments, modifications, or supplements must be in writing and signed by both parties.

Governing Law

This Policy shall be governed by, interpreted by, and construed in accordance with the laws of the State of Texas without regard to its choice of law provisions. Exclusive venue for any dispute relating to this Policy or the subject matter hereof shall be in the court of competent jurisdiction located in Hays County, Texas.

Assignment

The Policy shall not be assignable by Applicant/Lessee in whole or in part without the prior written consent of Dripping Springs ISD.

Severability

Any provisions of this Policy that shall prove invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provision shall remain in full force and effect.

Dripping Springs

INDEPENDENT SCHOOL DISTRICT

Facility Use Policy

DSISD Schedule of Minimum Insurance Requirements

The following information is provided to inform the Applicant/Lessee of insurance requirements to be provided and approved prior to use of any Dripping Springs ISD facility.

Dripping Springs ISD does not purchase liability insurance for death, property damage, personal injury, or the operation of a motor vehicle by a member of the Applicant/Lessee's organization, for the use of school property.

The Applicant/Lessee must provide an *Accord Certificate of Insurance* with types and limits of insurance given below. **The Accord Certificate of Insurance shall name Dripping Springs Independent School District as a Certificate Holder.** Dripping Springs ISD reserves all rights to accept or deny proposed coverage based on type, limits and the named underwriter.

All insurance coverage must be produced by an insurance agent licensed by the State of Texas Board of Insurance, and underwritten by an insurance company that has a minimum A rating in the current *Best Book*, is authorized to underwrite insurance in the State of Texas by the State Board of Insurance or its designee, and is acceptable to Dripping Springs ISD. The insured shall be the named Organization. **Dripping Springs ISD should be listed as "Additional Insured" using the address of the Administration Offices at 510 W. Mercer St., Dripping Springs TX 78620.** The Accord Certificate of Insurance shall include amounts of each deductible and all exclusions. The Accord Certificate of Insurance must provide coverage for the whole term of the Policy for use of Dripping Springs ISD facilities. Dripping Springs ISD reserves the right to reject at any time a Certificate of Insurance submitted by an organization.

Commercial General Liability Insurance containing all coverage set out in the basic policy in Texas including Products and Completed Operations, Contractual, Personal and Advertising Injury, Explosion Collapse and Underground Property Damage Hazard; insurance shall provide limits of:

| | |
|------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| Policy Aggregate: | (At least) \$1,000,000 or state "NONE" |
| Each Occurrence: | (At least) \$1,000,000 |
| Products/Completed Operations Aggregate: | (At least) \$1,000,000 |
| Fire Damage: | (At least) \$ 50,000 |
| Automobile Liability Insurance: | |
| Combined Single Limit: | (At Least) \$500,000 |
| (Required if the organization owns vehicles and will be using them on school property.) | |
| Workers Compensation | (At least) \$100,000 |
| (Required if the organization has employees who will be performing manual labor of any kind on school property.) | |

Facility Use Policy

Food Truck Policy

District Fundraisers

In the case of an approved fundraiser benefiting a PTO, booster club or student group/club, the fundraising group must negotiate with the food truck vendor for a percentage of proceeds from food truck sales to be donated to the fundraising organization/group.

- A fundraiser form must be approved by Business Services stating percentage of proceeds to be donated and estimated proceeds from the event. Percentage must comply with minimum profit levels of \$500/\$1,000 according to fundraising procedures stated in the DSISD Business Office Procedures Manual.
- No fee will be charged to the food truck vendor(s) if they are donating a percentage of their proceeds to the fundraising organization/group.
- Food truck vendors must contact the Facility Use office to complete a facility use form and submit with date/time of operation and the following documentation:
 - Certificate of liability insurance on an Acord Certificate listing DSISD as additional insured. See page 7 of Facility Use Agreement for minimum limits of coverage.
 - Copy of valid city/county permits. Link: [Food Truck Permit](#)
 - Proof of annual inspection by Hays County Fire Department for propane and open flame burners.

One Day and Recurring Event Rentals

Food truck rentals on District property will be assessed a flat rate fee per day.

1-6 hours: \$50

7+ hours: \$100

Food truck vendors must complete a Facility Use Application and submit to Facility Use office with date/time of operation and the following documentation:

- Certificate of liability insurance on an Acord Certificate listing DSISD as additional insured. See page 7 of Facility Use Agreement for minimum limits of coverage.
- Copy of valid city/county permits, and clear posting of permit in windshield of the vehicle. Link: [Food Truck Permit](#)
- Proof of annual inspection by Hays County Fire Department for propane and open flame burners.

Food truck vendors will be responsible for removal of any grease or spills on paved areas, or will be assessed a \$100 cleaning fee for DSISD maintenance to remove the spill.

Food trucks will not be permitted to operate during school breakfast and lunch hours, or during competing school group and booster club fundraisers.

Food truck applications will be subject to additional District approval based on the type of event.

Dripping Springs

INDEPENDENT SCHOOL DISTRICT

Facility Use Policy

Risk Management Safety Information

When using our facilities all Fire Codes must be followed. The fire marshal can impose a \$500-\$2,000 fine per incident to the user.

Please make sure that you are compliant with the following:

- Do not cover/block exit signs, doorways, fire extinguishers, strobe lights, or smoke alarms
- Do not move or place anything in the hallways
- Use only the room/rooms that you requested
- If you use extension cords, make sure they are the heavy-duty type. They must be unplugged when not in use
- If the fire alarm goes off, please evacuate everyone in the building immediately: Do not reset alarm.

We appreciate your cooperation in this matter. If you have any questions or concerns please do not hesitate to call the following personnel at any time:

| | |
|-------------------------------------------|--------------|
| Jennifer Minigh, Facility Use Coordinator | 512.858.3046 |
| Curt Marek, After Hours Events | 512.800.2212 |
| Steve Randel, Maintenance Supervisor | 512.858.3084 |

Safety is our Priority

Please help us keep our schools and children safe!

Remember, an illegally parked vehicle may impede medical emergency access. Don't be responsible for any delays; it could be for your child or family member.

Please do not park in fire lanes, by fire hydrants, blocking driveways, in handicap spaces, or in handicap accessible routes.

All groups using any DSISD facilities and grounds are responsible for keeping all emergency access clear at all times.

Dripping Springs

INDEPENDENT SCHOOL DISTRICT

Facility Use Policy

Lightning Warning

Lightning is a severe hazard that must be viewed seriously. Everyone should immediately seek shelter any time they believe lightning threatens them, even if a signal has not been sounded.

IF YOU REMAIN OUTDOORS AFTER THE WARNING IS ISSUED, YOU DO SO AT YOUR OWN RISK AND SUBJECT ALL PARTICIPANTS AND ATTENDEES IN YOUR CARE TO DANGER!

All youth organizations using a DSISD outdoor facility are expected to abide by the following tips as part of the Facility Use Policy for DSISD Facilities.

Lightning Safety Tips

SEEK

- Large buildings
- Automobiles/Buses

AVOID

- Open areas
- Water
- Tall trees
- Metal fences
- Overhead wires and power lines
- High ground areas
- Telephone and cellular phones
- Radios
- Small, unprotected shelters

Facility Use Policy

Integrated Pest Management Program

The Texas State Legislature passed legislation requiring **ALL** school districts to have an Integrated Pest Management program adopted by September 1, 1995. Integrated Pest Management, or IPM, is simply a strategy that relies on a combination of the best available control tactics, with an emphasis on the least hazardous methods, to effectively and economically reduce pests. IPM relies heavily on information about the pest, and its changes in population to devise accurate and targeted control strategies that require minimal, or no, use of pesticides. IPM is a collaborative effort involving administrators, teachers, students, facilities staff and pest control operators, among others.

Per DSISD Board Policy, CLB (LOCAL), In accordance with Part 4, Title 7 of the Administrative Code and Chapter 1951 of the Occupations Code, the District's IPM program shall govern the District's use of pesticides, herbicides and other chemical agents for the purpose of controlling pests, rodents, insects and weeds in and around District facilities. The Superintendent shall designate the IPM coordinator(s), who shall be registered with the Texas Department of Agriculture. The IPM coordinator(s) shall receive training in accordance with law.

No other employee or other person or entity shall be permitted to apply a pesticide or herbicide at a school facility without the prior approval of the DSISD IPM coordinator and other than in the manner prescribed by law and the District's Integrated Pest Management program.

Facility Use Policy

Turf Field User's Responsibilities

Major areas of responsibility: Keeping the turf clean and preventing physical damage. Users are responsible for their players as well as their spectators.

Cleanliness: Because the turf is not regenerated like natural grass, anything left on the turf remains there, posing health and safety hazards as well as general degradation of the turf.

Prohibitions

- No food of any kind, including seeds
- No gum
- No nuts or peanuts (a serious allergy risk to others)
- No soda; no sports drinks; no tobacco products; no alcohol
- No water is to be sprayed on artificial turf fields
- No introductions of sand or fills on the field.
- No dogs or other animals (advise your spectators)
- No storage of equipment
- No golfing, javelin throwing and no use of long spike track shoes
- No open flames of any kind, including fireworks and welding, etc.
- No roller blades, roller skates, skateboards, bicycles, tricycles or any other wheeled apparatus shall be allowed on the artificial turf field.
- Any equipment used on the field must be lifted and carried for placement - **DO NOT DRAG**-(i.e. hurdles). Protect the turf surface from sharp or pointed edges of objects or equipment placed on the field. When goals or other equipment are moved, they should be carried or moved on wheels. **Dragging goals, such as lacrosse or soccer goals, will damage the turf.**
- Maximum length for cleat spikes is 1/4"; 3/16" is preferred.
- Motorized vehicles are not permitted on the turf (except approved maintenance vehicles). If an ambulance or other emergency vehicle must traverse the turf, try to caution the driver to be extremely careful when starting, stopping and turning (should make slow wide turns). A wood block should be placed at the curb to smooth the transition on and off the turf.

Violation of these guidelines may be cause for expulsion from District property and/or loss of rental privileges. Any repair cost will be billed to the renter.

Clean-up

1. You are responsible for leaving the field as clean as you found it. When you are done, you must police the field and remove anything left by your players or spectators, such as trash, athletic tape or equipment. Be very careful to remove all mouth guards left by players (a biological hazard). Have your players police the field in a line at the end of their event. Ask the visiting team to assist.
2. Spills should be removed as quickly as possible. Thoroughly rinse any cleaning attempts to avoid slippery areas that could result in injury.

Other Notes

1. Please encourage your players not to spit.
2. Spilled drinks should be thoroughly rinsed into the turf with clean water.
3. If a school custodian is assigned to your event, contact the custodian for assistance.
4. For serious matters call police dispatch.
5. Notify Facility Use Department if any areas of the turf are damaged or deficient.

Dripping Springs

INDEPENDENT SCHOOL DISTRICT

Facility Use Policy

DO YOU NEED A TEMPORARY FOOD EVENT PERMIT?

Festivals, parades, celebrations and other special events contribute to the quality of life. Most of these events also feature food for sale or distribution. These Temporary Food Events (TFE), such as traveling fairs and carnivals, circuses, multicultural celebrations, special interest fundraisers, restaurant food shows, and other gatherings, have become extremely popular and are held with increasing frequency in our community. Many of these TFE can involve extensive preparation and processes that include the cooking and advance preparation of food prior to service. Anytime food is being handled there is a possibility of the food becoming contaminated. Some foods such as raw meats and poultry can be contaminated prior to obtaining them. It is estimated that 76,000,000 cases of food borne illnesses occur every year and there are emerging illnesses and drug resistant bacteria that are increasing the hazards. No one wants to make anyone ill and with this in mind the Texas Food Establishment Rules (TFER) provide guidelines for permitting and food safety standards for all food establishments. The Texas Department of State Health Services has established procedures that can assist with the advanced planning and management of TFE. We ask for your support in promoting these food safety practices.

The City of Dripping Springs Sanitarian Department/Hays County Development Services Division may require individuals or organizations to obtain a temporary food service permit for any event in which they are offering food for public consumption.

If you can answer “Yes” to any of the following questions you may need to obtain a temporary food service permit.

1. Is the general public invited to the event?
2. Can a person other than a member of the organization and their family members or invited guest attend?
3. Have you advertised the event or sold tickets to the general public?

The following is a list of minimum guidelines for food safety:

- **NO HOME PREPARED FOODS** other than baked goods such as cookies, brownies, cakes can be prepared and served.
- Hand washing and ware washing facilities must be provided. The hand washing facility is a container that allows for water to flow freely with a catch bucket below (i.e. a tea urn with the spout propped open) and provided with soap and paper towels. The ware washing facility can be three separate containers set up for washing, rinsing and a bleach solution.
- All foods must be cooked to required temperatures (Ask about specific foods you want to offer).
 - Hot foods must be held at 140°F or above.
 - Cold foods held at 41°F or below.
- All foods must be kept covered.
- Overhead and floor covering must be provided.

For questions and additional information, contact the following:

City of Dripping Springs Sanitarian Department
County Development Services Division

512.858.4725 Hays
512.393.2150