## Katy Independent School District

**Facility Reservation Request** 

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Facility/Campus:	Room(s)/Areas:			
Frequency of Rental:	If re-occurring reservation, beginning date:	Ending date:		
☐ Weekday(s) ☐ Weekly				
☐ Weekend ☐ Monthly				
Date(s) Requested (include alternate dates):	Start time (including setup):	End time (including cleanup):		
Reason for facility use:	Number in attendance (approximate):	Will food be served?		
		☐ Yes ☐ No		
Name of organization:	Name of contact person responsible for facility and/or equipment:			
Address (Street, City, State, Zip):	Address (Street, City, State, Zip):			
Phone:	Phone:			
501c3 Non- Profit Organization:	Tax ID#:			
☐ Yes ☐ No				
Email Address:				
List any special furniture (tables, chairs, etc.) needed along with SET UP details. Furniture/setup must be coordinated through the Facility Coordinator.				

## **Hold Harmless Agreement and Facility Use Acknowledgement**

To the extent permissible by the Constitution and laws of the State of Texas, the user of a District facility agrees to protect, indemnify and hold free and harmless, Katy Independent School District, its Board of Trustees, officers, employees, and agents from and against any and all claims, demands, causes of action, or other litigation (including all costs thereof and attorney's fees) of every kind and character on account of personal injuries, death, bodily injury or damage to property, of the public, Katy ISD or the user herein, its or their guests, employees, supervisors, vendors and agents whether resulting from the performance of its obligations hereunder or the quality or safety of the programs used and/or the equipment or property of the user herein, all of these without regard to fault, even if any indemnified or injured party is negligent in whole or part.

By signature on this agreement, I, as the contact person duly authorized to act on behalf of the above-named organization, I acknowledge and agrees that:

- 1. The District shall have first priority of facility use and may cancel any agreement of any facility prior to the event if the District determines that it must use the facility for a function directly related to the operation of the District.
- 2. The District reserves the right to adjust or restrict the hours of use by any group or organization in order to accommodate the greatest number of requests.
- 3. The use of the facility requested will be restricted to the areas designated and approved for the reservation and to individuals associated with the organization in order to maintain security. (Subleasing is prohibited.)
- 4. Adult supervision will be provided by the group/organization at all times.
- 5. The use, sale, or possession of any weapon, firearm (including concealed handguns without specific authorization), illegal drugs, alcoholic beverages, and pyrotechnics (including candles, anything with an open flame, and fireworks) and the use of tobacco products on any Katy ISD property are prohibited.
- 6. The use, possession, or storage of any pesticide or herbicide on any Katy ISD property is prohibited.
- 7. Food and drinks are not allowed in any Katy ISD Junior High or High School gymnasium or on any carpeted area at school campuses.
- 8. Performances, exhibitions, or activities that are deemed indecent, obscene, immoral, or in any manner publicly offensive are not allowed.
- 9. Groups/Organizations reserving a District facility may not post any signage on District property except at the facility during the scheduled date and time of the facility reservation. All signs (inside and outside) must be freestanding or suspended from existing hardware and must be approved by the Maintenance & Operations Department prior to use.
- 10. Proof of the required insurance must be submitted 10 business days prior to the first scheduled event date.
- 11. Failure to adhere to District procedures, as specified in the Campus or District-Wide Facility Rental and Related Fees document (as appropriate), may result in forfeiture of the current utilization and future use of District facilities.
- 12. Facility Reservations Requests are not valid until confirmation from the District is provided.
- 13. Charges for an event are assessed from the time the facility is opened for the event until it is cleaned and secured.
- 14. Deposit fees are due immediately upon confirmation of date availability, and payment for rental and employee fees is due 10 business days prior to the first scheduled event date.
- 15. The user understands and acknowledges that it is wholly responsible for ensuring that its guests, employees, supervisors, vendors, agents, and other persons present in relation to the use of the facility under this agreement are in full and complete compliance with any and all government restrictions on gatherings and formal Centers for Disease Control and Protection (CDC) guidance related to social distancing and preventing the

spread of any other communicable disease.

- 16. The user agrees to take any and all reasonable action to ensure compliance of its guests, employees, supervisors, vendors, agents and other persons present in the facility in relation to the user's use of the facility under this agreement with any and all government restrictions on gatherings and formal CDC guidance related to social distancing and preventing the spread of any other communicable disease.
- 17. The District reserves the right to cancel any agreement for the use of any District facility prior to or during the event if the District determines, in its sole discretion, that use of the facility is in violation of government restrictions or CDC guidance, or otherwise poses a risk to the health and safety of the public, its students, staff or other persons in use of the facility. In the event that the District exercises its right to cancel an event under this provision, refund of fees paid to the District for such event shall be in the sole discretion of the District and the parties will have no further liability to each other for the cancelled event. The District shall not be liable in damages or injunction for failure or delay of any obligations under this agreement and any claim arising out of the cancellation of this agreement, including any claim for lost business as a result of cancellation under this provision.

Signature of Contact Person	Printed Name of Contact Person	Date

Please return to: • Katy ISD Maintenance & Operations Department • FacilityRentals@katyisd.org
20380 Franz Rd. • Katy, Texas 77449 • 281-396-2788 (Office)

FOR INTERNAL USE ONLY				
Reservation #	Insurance	Date Paid		
		5.		
Signature of Facility Coordinator		Date		