



BROWNSVILLE INDEPENDENT SCHOOL DISTRICT

Use of Facilities & Playing Fields Application/Contract

CHECK- OFF LIST 2023-2024

- ____ 1. Pick up, complete, and sign an Application/Contract for the use of school facilities & playing fields from the Brownsville I.S.D., #306 with the Chief Financial Officer.
- ____ 2. Provide proof of **Non-Profit** status and attach to your application. A copy of the following documents may be sent as proof:
 - a. An IRS Letter
 - b. A State Letter
 - c. The appropriate page of IRS Publication 78, Cumulative List of Organizations described in Section 70(c) of the IRS Code of 1954.
- ____ 3. Organization must carry Bodily Injury Liability Insurance in the amount of \$300,000 per accident and Property Damage Insurance in the amount of \$100,000 per occurrence. **A copy of insurance certificate must be attached to the application or faxed to the Chief Financial Officer at 956-548-8026.**
- ____ 4. Check with school(s) to see if facility is available on date(s) and time(s) requested.
- ____ 5. Have school principal sign form approving the request to use the facility or playing fields. If the **gymnasium, baseball field, soccer field, football field** or **Sam's Stadium** is requested please have application signed by Athletic Administrator at Sam's Stadium.
- ____ 6. Return completed form to the Office of the Chief Financial Officer at least **two (2)** weeks ahead of time with proof of Non-Profit Status, Certificate of Liability Insurance and principal's signature as to availability of facility.

Chief Financial Officer
1900 E. Price Rd #306
Brownsville, TX 78521

- ____ 7. Request is not approved until you receive a **confirmation copy** of the application signed by the Chief Financial Officer.

If further information is needed, please do not hesitate to contact Oralia Mendez at 956-547-4113.

ALL RENTAL FEES SHALL BE PAID IN ADVANCE!!

Brownsville Independent School District

2023 - 2024



Application/Contract for the Use of School Facilities & Playing Fields

Date Submitted: _____

School Facility/Playing Fields Requested: _____

Cafeteria Only:

Type of Set Up: _____ Tables & Chairs _____ Chairs Only

Date or Dates of Usage: _____

Hours: From _____ to _____ and From _____ to _____

(Hours Listed must include hours for setup, decorating and use of facility)

Name of Organization Making Application: _____

Type of Organization: _____

Responsible Person Authorized to make Application on Behalf of Organization:

Printed Name: _____ Phone Number: _____

Address: _____

Position in Organization: _____

Specific Purpose of Use: _____

Anticipated Attendance: _____ Admission Charge: _____

* Security Officer Fees will be charged

Organization agrees to follow and comply with any applicable policies of the Board of Trustees of BISD (the "Board") during its usage of the Facility/Playing Fields including, but not limited to, Board Policies, GK, GK (Local), GKD (Local), and the provisions of which are hereby incorporated herein by reference.

Organization agrees to properly supervise and/or chaperone the program or activity being conducted in the Facility/Playing Fields.

Organization agrees not to interfere with the use of the Facility/Playing Fields for regular School purposes during its use thereof.

Organization agrees that it shall not permit use of offensive language, gambling, firearms, weapons, intoxicants or tobacco in the Facility/Playing Fields or any other disorderly or disruptive behavior.

BISD reserves the right to terminate Organization privilege's of using the Facility/Playing Fields by providing in writing to Organization a termination notice in the event Organization violates the letter or spirit of the aforesaid Board Policies or fails to comply with the covenants contained in this Application. (Which covenants shall; apply throughout the term hereof), and if BISD believes that such termination would be in the best interest of BISD and/or its students and persons.

To the extent permitted by the Texas Constitution and State Law, organization agrees to release and indemnify BISD and its Board Members, staff and employees, and to hold them harmless from and against any claim, demand or cause of action brought by Organization or any third party arising from damages, death or injury resulting from or connected in any way with Organization's use of the Facility/Playing Fields.

Organization agrees to notify BISD immediately in writing in the event the Facility/Playing Fields or any item therein becomes in disrepair or is in need of maintenance and/or replacement.

The undersigned Applicant agrees to contact the School Principal in person, as soon as an appointment can be obtained to discuss additional rules and regulations concerning the use of the Facility/Playing field and agreement on the use of any school equipment including a visual inspection of facilities and equipment. Organization agrees to be bound by any such rules and regulations imposed by such Principal.

Organization further understands that one or more Custodians must be present and on duty at all times during its usage of the Facility/Playing Fields and the schedule of such Custodian or Custodians must be arranged to accommodate its use of the Facility.

Organization agrees to pay such Custodian or Custodians their hourly salary at the rate established by the District. Furthermore, other fees or charges that BISD reasonably imposes from time to time, such fees payable in advance or upon BISD's demand if not required to be paid in advance.

A copy of the Organization's Bodily Injury Liability and Property Damage Insurance Policies must be submitted to BISD at the time this application is signed, and BISD shall have the right to approve or disapprove. Organization's right to use the Facility/Playing Fields is expressly subject to BISD's approval of Organization's Insurance policies including the carrier and the amount of coverage. At a minimum, Organization must carry bodily injury liability insurance in the amount of \$300,000 per accident, and property damage insurance in the amount of \$100,000 per occurrence.

Organization assumes all responsibility for the use and care of all equipment or personal property placed in its charge or used by it and agrees to be responsible for all damages or losses to such items occurring during its occupancy. It agrees to leave Facility/Playing Fields in good and clean order after each usage. The posed "No Smoking" regulations will be observed in all Facilities/Playing Fields.

Furthermore, Organization is aware that arrangements for the use of equipment such as P.A. systems, projectors, spotlights, etc. must be made with the School Principal. No one will be permitted to be in the kitchen area of the cafeteria of the School unless prior permission for such use is made a part of this contract.

BOARD policy prohibits the Issuance of keys to parties other than District personnel directly responsible for the keys and use of the Facility/Playing Fields. No exceptions shall be made.

Organization agrees to promptly provide additional data and/or information regarding Organization's use of Facility/Playing Fields as reasonably required from time to time by BISD.

Applicant hereby certified that application has authority to bind the Organization.

Organization agrees that in order for its application to become effective, a BISD official must approve the contract governing the use of the Facility.

ORGANIZATION	BISD OFFICIAL
Organization _____	Principal _____
Address _____	Date _____
Telephone _____	_____ Approved _____ Disapproved
Sponsor Name _____	If disapproved, please note reason: _____
Sponsor Signature _____	Custodians _____ Hours _____
Date _____
	If requesting Gymnasium, Baseball (Girls/Boys) Field, Soccer Field or Sam's Stadium:
	Athletic Adm. _____
	_____ Approved _____ Disapproved

	Chief Financial Officer _____
	Date _____

PAYMENT FOR RENTAL FEES SHALL BE PAID IN ADVANCE

Date Paid _____ Check # _____ Cash \$ _____ Receipt # _____

Margaret M. Clark Aquatic Center

Facility Request

Date_____

Name_____ Campus/Department_____

Event_____ Date of Event_____

Purpose of Event_____

Beginning Time_____ Ending Time_____

Specific Accommodations_____

Area Requested: _____ Competitive Pool

_____ Adaptive Pool

_____ Classroom

_____ Weight Room

_____ Concession Stand

_____ Courtyard

_____ Bleachers

Please indicate any other specific requests:

Long Term Fees

For the purpose of the rental and scheduling of activities for Class A uses such as practices or any continued aquatic use lasting longer than 4 days, the Aquatic Centers facilities are comprised of three units. The 50-meter competitive pool consists of two units, while the diving well* completes the third unit. The classroom/ training room / trampoline*/ dry-board* / spotting-rig* are each one unit. However, while the **facility may be reserved an appropriate fee this can only be done so long as the reservation does not conflict with any BISD Aquatic Center sponsored UIL or BISD community-Based Program which includes any practice scheduled for these activities.** Fees are

based on monthly blocks, with a 3-month minimum allowing access each day. Scheduling includes participant warm-up times and will include lifeguards as required by the Texas Department of Health. Rental fees cannot include the use of any training room equipment or trampoline unless supervised by a certified Aquatic Center coach. *All participant USS coaches must maintain ASCA level 1 and or US Diving credentials and have them on file with the Aquatic Center along with of proof of insurance* or participant coaches must be employees of the Educational institution leasing the pool, they must have valid CPR and First Aid certification and be covered by that Institutions insurance to conduct the activity for which the pool was leased.* All lease holders must submit the following: Texas Department of State letter and or and IRS documents** supporting **Non-Profit status**. All fees are subject to change as per the BISD Margaret M. Clark Aquatic Center. * Require United States Diving certification for usage.

Class A Uses:

Private aquatic club team practice, Educational Institutions such as Private school or out of District School Aquatic Teams	1-3 Months	3+-9 Months	9+- Months
One Unit- 25 yds / mts or dive well up to 4 lanes, additional lanes \$150.00 each, max. 10 swimmers per lane, max. 2 hours, (1) lifeguard	\$500	\$450	\$400
Two Units- 50-meter/dive well up to 4 lanes long course only max. 10 swimmers per lane, max. 2 hours (2) lifeguards	\$550	\$500	\$450
Three Units- 50-meter long course only up To 4 lanes, max. 10 swimmers per lane, classroom, training room/ trampoline max. 2 hrs.(2) lifeguards	\$600	\$550	\$500

* Insurance must carry Bodily Injury Liability Insurance in the amount of \$300,000 per accident and Property Damage Insurance in the amount of \$100,000 per occurrence.

**** The appropriate page of IRS Publication 78, Cumulative List of Organizations described in Section 70© of the IRS Code of 1954.**

Board Approved 05-22-2002

Fees for the Margaret Clark aquatic Center

Competitions, Camps, Exhibitions	1-6 Hours	6+-8 Hours	8+ Hours
One Unit- 25 yds / mts or dive well	\$600	\$1000	\$1100
Two Units- 50-meter / 2x 25	\$650	\$1050	\$1150

Three Units –2x 25 & dive well	\$675	\$1150	\$1200
Timing System (One System)	\$150	\$300	\$450
Timing System (Dual System)	\$250	\$500	\$750

Fee Examples:

*Three hour dual meet utilizing the 50 meter pool, dive tank, and two timing systems:
600 pool rent + 250 timing system = \$850.00*

*Eight hour diving meet utilizing the diving tank and one timing system:
1100 pool rent + 450 timing system = \$1550.00*

*Two and 1/2 day club meet utilizing 50 meter pool and two timing systems:
(1150+750) = \$1,900.00*

Three Day Championship Prelim-Final meet reserving 50 meter pool all day for four days (first day warm-ups and set-up), and two timing systems eight hours each of three days; (4 x 1150) pool rent + (3 x 750) timing system = \$6,850.00

Miscellaneous Event Charges

All Aquatic Center Event Staff are certified officials and non-athletic members of the University Interscholastic League, U.S. Swimming and U.S. Diving.

# Participants	Security (per hour)	Custodial Fee	Event Staff Fee
Less than 150	4 @ \$10/hour when admission is charged	Require a \$250.00 deposit	4 @ (\$35/per hour)
151-500	5 @ \$10/hour when admission is charged	5 @ \$15.00 /hr	6 @ (\$35/per hour)
501-750	6 @ \$15/hour	6 @ \$15.00 /hr	7 @ (\$35.00/per hour)
751-1000	6 @ \$15/hour	8 @ \$15.00 /hr	8 @ (\$35.00/per hour)
More than 1000	6 @ \$15/hour	9 @ \$15.00 /hr	9 @ (\$35.00/per hour)
Portable Bleachers			\$12/each/day

Tables	\$2.50/each/day
Chairs	\$.50/each/day
Meet Boxes*	\$50.00/each/event

**Meet box items will be inventoried before and after each event, and hosts will be charged for missing or broken items.*

Aquatic Center – Instructional Fees

Program	Staff Fee *
Learn-to-swim, Kids Club, All Fitness programs: Water Aerobics, lap swim etc.	(\$45.00) non-district (\$35.00) District, Educational, Medical, Law Enforcement, Fire Department (\$25.00) Senior
Program	Staff Fee *
Career- Development Lifesaving, CPO, First-Aid, Coaching Certification etc.	(\$75.00-350.00) non-district (\$55.00-250.00) District