

**VENUS INDEPENDENT SCHOOL DISTRICT
FACILITY RENTAL AGREEMENT**

The Venus ISD (hereinafter District or VISD), agrees to let:

(hereinafter Lessee), use the _____ on the
dates requested during _____ under the terms
and conditions set forth below.

1. Three (3) days in advance of the use of the above described facility, Lessee agrees to pay District at the VISD Business Office the following fees:

Rental Fee:	\$ _____
Facility Deposit:	\$ _____
Custodial Fee:	\$ _____
Personnel Fees:	\$ _____
Total:	\$ _____

2. The Facility Deposit is refundable if the premises are left in a condition satisfactory to the Superintendent or designee and all other fees are paid.
3. Lessee shall be responsible for restoring the facility to its pre-rental condition before vacating the premises.
4. The District may revoke its permission to use the facility at any time it is determined that a group's use creates instructional conflicts, damages school property, or violates Board policy and/or administrative regulations.
5. Lessee may not use any rental facilities for use or purpose that violates any law, regulation, or ordinance of the United States, State of Texas, County of Johnson, the City of Venus, or any other lawful authority with jurisdiction over the premises.
6. Lessee accepts full responsibility for protecting school property and equipment and assumes any and all liability for repairs or replacement or for any damage done to buildings, equipment, or other school property used by the Lessee. If the property or equipment is damaged, Lessee will promptly repair or replace the damaged property or equipment.
7. Lessee assumes full responsibility for the conduct of any and all persons using the facility during rental.
8. **INDEMNIFICATION. LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS THE DISTRICT, ITS OFFICERS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, AND ATTORNEYS FROM ALL SUITS, DEMANDS, ACTIONS, LOSSES, DAMAGES, CLAIMS OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEE ASSOCIATED WHICH MAY ARISE DUE TO ANY LOSS, DAMAGE, PERSONAL INJURY AND/OR DEATH OCCURING AS A CONSEQUENCE OF LESSEE RENTING THE DISTRICT'S FACILITY. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH INCLUDES ANY DAMAGES CAUSED IN WHOLE OR IN PART BY ANY WILFUL OR NEGLIGENT ACT FOR OMISSION OF THE DISTRICT, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE DISTRICT OR ANYONE WHOSE ACTS ANY OF THEM MAY BE LIABLE, REGARDLESS OF WETHER OR NOT CAUSED IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF DISTRICT, DISTRICT'S CONSULTANTS, EMPLOYEES, AGENTS, ATTORNEYS, OR STUDENTS.**

9. The parties are acting herein as independent contractors and independent employers. Nothing herein shall create or be construed as creating a partnership, joint adventure or agency relationship between any of the parties and no party shall have the authority to bind the other in any respect.
10. Lessee may not sign this Agreement or any rights hereunder without the express written consent of the District.
11. This Agreement shall be binding upon, and inure to the benefit of, the parties to this Agreement and their respective legal representatives, successors, and assigns when permitted by this Agreement.
12. This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created by this Agreement are performable in Johnson County, Texas. Any suit or action brought in connection with this Agreement shall have exclusive venue in Johnson County, Texas.
13. If any term or provision of this Agreement shall to any extent or for any reason be invalid or unenforceable, each remaining term of this agreement shall be valid and enforceable to the extent allowed by law.
14. This Agreement contains the entire Agreement of the parties hereto with respect to the matters covered by its terms, and all prior statements, negotiations and representations are deemed to have been integrated herein. No agreement, statement, or promise made by or to any party, or made by or to any employee, officer, or agent of any party, that is not contained in this Agreement shall be of any force or effect. No party may be deemed to have reasonably relied upon any statement, representation, or custom, practice or course of business which is inconsistent with the terms of this Agreement.
15. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach or any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.
16. The Venus Independent School District is not waiving or relinquishing any immunity or defense on behalf of itself, its trustees, officers, employees, agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.
17. Lessee shall secure and maintain, at its expense, during the term of this Agreement, public liability insurance, with a company licensed by the State of Texas. An Accord Certificate of Insurance shall be furnished with each rental and shall be presented to the District no less than seven (7) days before the scheduled use. The certificate shall show on its face the following:
 - a. **The district as an additional insured**
 - b. **Property damage in the amount of \$1,000,000 per occurrence**
 - c. **Personal injury liability (to include participants in the activity) in the amount of \$1,000,000 per occurrence.**

18. Lessee accepts responsibility for overseeing and controlling participants, sponsors, spectators, and visitors that are in or on District property as a result of or in conjunction with Lessee's use of the property. The following must also be enforced by the Lessee at all times:
- a. Smoking and the use of tobacco products are prohibited anywhere on District property.
 - b. All Venus Independent School District policies, rules, and regulations.
 - c. Possession and/or use of alcoholic beverages is prohibited anywhere on District property.
 - d. Firearms, knives and weapons of any sort are not permitted on District property.
 - e. Food and drinks may only be consumed in the cafeteria or student activity center of a school campus.
 - f. Only rubber-soled shoes may be used on gymnasium floors.
 - g. Members identified above in this paragraph 18 may not walk through or use any other part of a building or its grounds other than the specifically described in this Agreement and the restrooms most closely related to the area described.
 - h. Items hung on or attached to walls shall not be removed.
 - i. Fixed pieces of furniture and equipment (desks, file cabinets, copiers, etc.) shall not be moved without permission from the District at the time of request, and shall be noted on the application form.
 - j. Lessee shall make no alterations to the rented facility or make any other improvements without the prior written consent of the District.

Executed on this _____ day of _____, 20_____.

Lessee by:

Venus ISD by:

Name (Printed)

Name (Printed)

Signature

Signature

Position

Position

Phone number for Lessee

Name of contract person for Lessee (print name)

Phone number for contact