



SOCORRO INDEPENDENT SCHOOL DISTRICT
LEASE FOR STUDENT ACTIVITIES COMPLEX AND/OR AQUATICS CENTER

REQUIRES BOARD APPROVAL
 YES

LOCATION: SAC Aquatic Center

This lease is made between the Socorro Independent School District (Lessor) and _____ (Lessee) effective as of (date) ____/____/____.

PURPOSE: _____

No other purpose without prior written consent by lessor shall be allowed.

PREMISES:

Lessor agrees to lease to the Lessee the Student Activities Complex (SAC) and/or Aquatics Center pursuant to the terms, conditions and covenants set forth herein and solely for the purposes set forth in paragraph 2 hereof. In addition, Lessor agrees to lease to Lessee the following items of equipment:

- SOUND SYSTEM AND SCOREBOARD
- MICROPHONES
- LIGHTING SYSTEM
- PRESS BOX

TERM

DAY: SUN. MON. TUES. WED. THURS. FRI. SAT.

DATE FROM	DATE TO	TIME FROM	TIME TO	TOTAL HOURS
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Single Day Multiple Days

Single Day Multiple Days

Single Day Multiple Days

Unless otherwise provided herein, the Lessee shall have the right of access to the SAC for a period of one hour before and one hour after the termination of the Lease for the purpose of packing up and removing any of the Lessee's equipment and property.

PERSON REQUESTING USE OF FACILITY: Lessee Contact Person

Name _____ Email _____ Date _____

Address _____ Zip _____ Phone _____

Organization for whom use of facility is requested _____

- Socorro ISD
- Other ISD/School
- Non Profit Organization Tax ID #: _____
- Business Organization

GENERAL RULES AND REGULATIONS (See GKD Regulation)

- No activity will be allowed on District facilities which involve the serving/sales/consumption/use of any type of alcohol or tobacco product.
- An organization renting District facility shall guarantee orderly behavior of any and all persons using the facility and will be liable for any property damage due to their use of the facility and for any personal injury to any participant or spectator.
- The rental does not include use of specific District equipment or services of equipment operators. Arrangement for use of any equipment must be approved in advanced by the District. Operators of special equipment will be appointed by the District, and the cost charged to the user.
- The District, at its sole discretion may require additional personnel to staff a specific activity, the cost to be charged to the user.
- School activities will take precedence over any reservation. In the event that a school activity conflicts with an approved rental request, the school activity will prevail.

SPECIFIC INFORMATION

Access, Staff and Personnel, Equipment. Lessee shall require the following access, staff and personnel and equipment:

Specific Accesses, Areas and Rooms Requested:

- | | | |
|--|---|--|
| <input type="checkbox"/> SOUTHWEST GATE | <input type="checkbox"/> TUNNEL (WALK THROUGH GATE) | <input type="checkbox"/> CAMERA DECK |
| <input type="checkbox"/> NORTHEAST GATE | <input type="checkbox"/> OFFICIALS LOCKER ROOM | <input type="checkbox"/> SOUTHWEST RESTROOMS |
| <input type="checkbox"/> NORTHWEST OR FLAG GATE | <input type="checkbox"/> VISITORS' LOCKER ROOM | <input type="checkbox"/> NORTHEAST RESTROOMS |
| <input type="checkbox"/> SOUTHEAST CHAIN LINK GATE | <input type="checkbox"/> HOME LOCKER ROOM | <input type="checkbox"/> OTHER AREA: _____ |
| <input type="checkbox"/> TUNNEL DRIVE (DRIVE GATE) | <input type="checkbox"/> PRESS BOX | |

Specific Accesses, Areas and Rooms Requested:

- FACILITY OPENED _____
- TICKETS SOLD BEGINNING AT _____ AND ENDING AT _____
- PRESS BOX AND PB PARKING OPENED AT _____
- CONCESSIONS SOLD BEGINNING AT _____ AND ENDING AT _____
- CONTEST BEGINS AT _____ AND END AT _____
- OTHER TIME NOTATIONS: _____

Tickets (check one)

- WILL BE SOLD WILL NOT BE SOLD
- Pre-Sale Cost
ADULTS: _____ STUDENTS: _____ OTHER: _____
- Gate Cost:
ADULTS: _____ STUDENTS: _____ OTHER: _____
- Ticket Sales at Gate:
 SOUTHWEST NORTHEAST OTHER: _____



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STAFF AND PERSONNEL

Lessor shall provide the following staff and personnel as part of the rental price. A minimum of one security officer will be hired for every 500 people.

Operational and Information Services Staff @ \$25/HR EACH unless otherwise noted:

Total Cost \$ _____

- MALE CUSTODIAN CRAFT HELPER
- FEMALE CUSTODIAN GROUNDS WORKER
- ELECTRICIAN SOUND TECHNICIAN @ \$30/HR
- PLUMBER LIFEGUARD @ \$10/HR

SISD Police Staff @ \$35/HR EACH unless otherwise noted:

Total Cost \$ _____

- SUPERVISOR/PEACE OFFICER SECURITY OFFICER
- SUPERVISOR EMT/AMBULANCE COVERAGE @ \$75 HR
- PEACE OFFICER

Game Management Staff

Total Cost \$ _____

- SUPERVISOR @ \$55/HR SCOREBOARD OPERATOR @ \$25/HR
- GAME MANAGER @ \$30/HR ANNOUNCER OR SPOTTER @ \$25/HR
- TICKET SELLER/TAKER @ \$12/HR COMPUTER SCORING OR FINISH LINX OPERATOR @ \$45-75/HR

Audio/Video Production:

Total Cost \$ _____

- VIDEO BOARD & SOUND @ \$55/HR
- SOUND BOARD OPERATOR @ \$40/HR
- PROMOTIONS/MC @ \$20/HR

FACILITY AND EQUIPMENT CHECKLIST AND APPLICABLE COSTS

ATHLETIC EQUIPMENT

Lessee shall be solely responsible for all such loss or damage to the SAC and equipment located thereon during the term of this lease.

I understand the above terms and request to use the following athletic equipment: _____

ACCESS TO FOOTBALL/SOCCER FIELD

NOTE: No high heels or pointed items allowed on field. Gum, Candy, Sunflower Seeds, Shelled Nuts, Silly String, Confetti, Sand Bags or similar items are not allowed on field or track. Animals are not allowed in the stadium.

RENTAL FEES

Lessee shall pay to the Lessor by cashiers or certified check for the rental of the premises, and/or associated rental of the equipment as follows:

The basic rental fee is \$ _____ per event not to exceed 6 hours. After 6 hrs. an hourly rate add \$150.00 per hour.

FACILITY RENTAL FEE SCHEDULE FOR EACH FACILITY

- \$ 600.00 per event for non-profit organizations
- \$ 850.00 per event for profit athletic events
- \$3,000.00 per event for special events

FACILITY RENTAL FEE SCHEDULE FOR AQUATIC CENTER

- \$ 300.00 per hr. Outdoor Pool
- \$ 200.00 per hr. Multi-purpose pool
- \$ 500.00 per hr. Multi-purpose & outdoor pool

TOTAL RENTAL FEES	
Rental Fee	\$ _____
Cleanup Charge	\$ _____
Special Electrical	\$ _____
SISD Staff	\$ _____
SISD Police	\$ _____
GM Staff	\$ _____
Custodial	\$ _____
Other Costs	\$ _____
Grand Total	\$ _____

SISD will inherit personnel fees at the SAC as Lessee has agreed for SISD athletics to attain and manage all ticket sales and concessions.



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SECURITY DEPOSIT

Upon approval of this Lease by the Lessor, Lessee shall deposit with the Lessor the sum of \$500.00* by cashiers or certified check as a security deposit and/or performance guarantee. The security deposit shall be applied towards the rent or to pay for the cost of repairing any damage to the SAC or equipment or to paying the replacement cost for lost or damaged equipment. The security deposit shall not relieve the Lessee of liability for damages to the SAC or equipment or for the loss of equipment in excess of the amount of the security deposit. Lessee shall be fully liable for all such damage. * Generally 10% of the grand total, however potential damage to field or track surface may increase this amount.

COPYRIGHT

Lessee shall be solely responsible for obtaining necessary permission to use and incorporate any material covered by a copyright in any performance or use of the SAC, if applicable. Lessee shall indemnify, defend and hold the Lessor harmless from any claim or cause of action which may arise from the use of materials subject to a copyright.

CONCESSION SALES

Lessee is not permitted to serve or permit the service of any food, drinks or programs/promotional items, or permit parking of vehicles, whether or not any charge is therefore made, except with the prior written consent of Lessor. Lessee is not allowed to sell any of the food items on the field or track restricted list including: gum, candy, sunflower seeds, shelled nuts or similar items.

Alcoholic Beverages will not be sold, provided or consumed at the SAC.

The use of a SAC Concession Stand is limited to the Lessor's Contractor.

Concessions will be operated by:

Concessions will be sold from:

Other: _____

Program and Apparel/Promotional Items will be sold by:

Program and Apparel/Promotional Items will be sold at:

Parking will be operated by:

Parking Fees will be:

Smoking is not allowed at the SISD SAC nor the Aquatics Center.

Fireworks will not be set off inside of the stadium or in such a way that debris will fall on the track or field.

Lessee will seek Fireworks License for the following date:

Location of the Fireworks:

A copy of the license is to be attached to this contract: Yes No

INSURANCE

A.Comprehensive General Liability Insurance. Lessee, shall, as its sole costs and expense, obtain and maintain in force for the benefit of the Lessor and Lessee comprehensive general liability insurance in an amount of not less than \$1,000,000 for bodily injury or death arising out of any occurrence or property damage arising out of any one occurrence. Such policy of insurance shall be written by an insurance company authorized to do business in the State of Texas and approved by the Lessor. A certificate of insurance shall be delivered to the Lessor on or before the commencement of this Lease. Each certificate shall contain (i) a statement of coverage provided by the policy, (ii) the listing showing the Lessor as an additional insured, (iii) and a statement that the premium on the policy has been paid in advance.

B.Insurance Coverage on Lessee's Equipment and Property. Lessee shall also obtain and maintain insurance covering any of the Lessee's equipment or property brought onto the SAC pursuant to the terms of this lease. Lessee shall be solely responsible for any loss or damage to its own equipment. The Lessor shall not have any liability or responsibility for such loss or damage and Lessee shall look solely to its own insurance coverage for any equipment damaged or lost.

C.Indemnification. Lessee hereby indemnifies and agrees to hold Lessor harmless from all claims, actions, demands, liability or expense in connection with any loss of life, personal injury or damage to property, and from any penalty, damage or charge imposed for violation of any law, restriction or ordinance, arising out of occupancy in, upon or at the SAC, or from or out of the use or occupancy by Lessee and any agent or concessionaire of Lessee or from or out of any breach of this Lease by, or any act or omission of Lessee, its agents, employees, contractor and concessionaires. In the event the Lessor shall, without fault on its part, be made a party to any litigation commenced by or against Lessee arising from Lessee's use of the SAC, Lessee shall protest and hold harmless and pay all costs and expenses incurred or paid by Lessor in connection with such litigation. Lessee shall also pay all costs and expenses that may be incurred or paid by Lessor in enforcing the terms and covenants set forth in this Lease. Costs and expenses which Lessee shall be responsible for shall include the Lessor's reasonable attorney's fees and other reasonable expenses incurred by Lessor in enforcing any provisions of this Lease or defending itself against any claim arising hereafter.

DAMAGE TO SAC AND EQUIPMENT

Lessee shall be liable and shall reimburse Lessor for reasonable cost of repair, replacement or reconstruction of any damage to the SAC or any equipment of Lessor used by or located at the SAC during the term of this Lease whether caused by the Lessee, its agents, employees, concessionaires and representatives or whether caused by any guests or invitees of the Lessee at the SAC. Lessee shall be solely responsible for all such loss or damage to the SAC and equipment located thereon during the term of this lease.

RISK OF LOSS OR INJURY

Lessee shall bear all risk of loss or injury to persons who may attend any event, performance or activity at the SAC during the term of this lease. Lessee agrees that Lessor shall have no liability or responsibility therefore. Lessee acknowledges that Lessor has government immunity from such claims under the laws of the State of Texas and, by entering into this Lease; Lessor does not waive or relinquish its right to government immunity or other immunity granted or arising under the law of the State of Texas.



LEASE FOR STUDENT ACTIVITIES COMPLEX AND/OR AQUATICS CENTER

COMPLIANCE WITH LAW

Regulations and Ordinances. Lessee shall, at all times during the term of this Lease comply with all laws, regulations and ordinances pertaining to the operation and conduct of activities at the SAC or the performance and activities engaged in by the Lessee at the SAC pursuant to the terms of this Lease. Lessee shall be solely responsible for ascertaining and determining which laws, regulations and ordinances are applicable in complying with all such laws, regulations and ordinances. Lessor shall have no liability or responsibility to advise or instruct Lessee on applicable law, regulations and ordinances.

MISCELLANEOUS OPERATIONAL REQUIREMENTS.

A. Advertisements. All posted advertisements on or at the SAC regarding the activity or performance subject to this Lease must be submitted to Lessor for prior approval before posting.

B. Taxes on Tickets; Licenses. Lessee shall be solely responsible for all applicable taxes on tickets sold for admission and any required license fees.

C. Vehicles and Heavy Equipment Prohibited. Vehicles and heavy equipment such as forklifts are not allowed access to cross the track. All such equipment is to be unloaded in the tunnel.

D. Field Transportation Equipment. SAC field transportation equipment may be operated by employees of the Lessor, not by any employee or representative of the Lessee.

E. Free-Standing Tents and Run-Throughs. Only free-standing and approved solid weight supported tents, run-throughs, scaffolds, or structures may be placed on top of a Turf Armor type mat on top of the field or track surface.

F. SAC Procedures for 2012-13. Additional explanation is provided in this three-page document: Student Activities Complex (SAC) Procedures for 2012-13 (available on the SISD Athletics Web Page).

G. Diagrams of the Stadium. Diagrams are available of the stadium and parking areas upon request.

DEFAULT BY LESSEE

In the event Lessee shall default or fail to perform or comply with any item, condition or covenant of this Lease, Lessor shall have the right to immediately exercise any and all remedies allowed by law, including without limitation, the right to terminate this Lease and recover from Lessee all costs and expense to which the Lessor may be entitled including the rent due under this Lease. In the event the default occurs prior to the commencement of the Lease, Lessor shall give the Lessee written notice thereof and a reasonable opportunity to cure the default. If the default occurs during the term of the Lease, Lessor shall have the right to enforce the terms of this Lease either during or after completion of the performance or activity.

TERMINATION WITHOUT CAUSE BY THE LESSEE

In the event Lessor shall determine that the performance or activity proposed by Lessee shall not be in conformance or compliance with the terms of this Lease or with activities authorized at the SAC, or in the event the Lessor shall require use of the SAC for any school related activity due to a scheduling issue or conflict, Lessor shall have the right to terminate this Lease without liability so long as such termination is more than 30 days prior to the date of the activity or performance. In the event that the lease is terminated without cause by the Lessor, Lessor shall refund to Lessee all amounts constituting the Security Deposit.

MISCELLANEOUS

A. Entire Agreement. This Lease constitutes the entire agreement between parties and supersedes all prior or contemporaneous agreements or understandings whether written or oral.

B. Governing Law. This Lease shall be governed by and construed under the laws of the State of Texas and shall be performable in El Paso County, Texas.

C. Notices. All notices authorized or required to be given pursuant to the terms of this Lease shall be given by certified or registered mail, addressed to the proper party, postage prepaid, by hand delivery, or by facsimile to the parties at the following addresses:

Lessor Socorro Independent School District PO Box 292800 El Paso, TX 79929-2800 Attn: Asst. Supt. for Administrative Services	Lessee
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D. Waiver. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed as a waiver of subsequent breach or enforceability of the same covenant, term or condition.

E. Force Majeure. Neither Lessor nor Lessee shall be required to perform any term, condition or covenant of this lease so long as such performance is delayed or permitted by force majeure, which means acts of God, strike, lockout, labor restrictions by any government authority, civil riot, flood, or other cause not reasonably within the control of the Lessor or Lessee and which by exercise of due diligence Lessor or Lessee is unable to wholly or in part, to prevent or overcome.

F. Amendment. This Lease may not be amended except in writing, dated subsequent to the date hereof and executed by the parties hereto.

G. Assignment or Subletting Prohibited. Lessee shall not assign or sublet all or any interest in this Lease without prior written consent of Lessor. Any attempted or purported subletting or assignment shall constitute a default of this Lease and shall render this Lease void.

H. Counterparts. This Lease is being executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

I. Special Provisions: _____

J. District Closures.

The Student Activities Complex and Aquatics Center are not available for Lease during the following District closure dates: July 4th Week, Labor Day Weekend, Veterans Day Weekend, Thanksgiving Break, Winter Break, Martin Luther King Jr. Holiday Weekend, Good Friday Holiday Weekend, and Memorial Day Weekend.

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SOCORRO INDEPENDENT SCHOOL DISTRICT
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Rental Fee Invoice/Receipt#
TOTAL \$
SISD will attach Insurance Policy Information, Permits and Damage Deposit before signing.
Fees for facility use shall be paid in full ten (10) days in advance. Ten day due date
No modification will be allowed once lease for student activities complex and/or aquatics center is approved.
Cancellation Fee: 72 hour notice required. Cancellation requests received after 72 hours will be assessed a 20% cancellation fee to be reduced from any reimbursement
*Make check payable to SOCORRO INDEPENDENT SCHOOL DISTRICT (If Applicable).

HOLD HARMLESS AGREEMENT
Name of group or Organization agrees to hold harmless and indemnify the District from any and all claims, demands, suits, or any other form of liability including, but not limited to, any type of bodily injury, personal injury and/or damages to personal property that may arise out of the use of this facility.
The group or organization is responsible for all damages to District property and agree to reimburse Socorro ISD for any/all repairs.
Signature of person representing organization or group Person's position in organization or group Date
Personal Guarantee:
For value received, [I/we], Print Name (Guarantor)
[jointly and severally,] absolutely, irrevocably, and unconditionally guarantee payment of the financial obligation for use of school facilities set forth herein in the Request for Use of School Facilities Agreement according to its terms. This is an unconditional guaranty of payment and performance, not of collection, and it is an agreement of guaranty, not of suretyship. [I/We] [jointly and severally] waive defenses based on section 17.001 and chapter 43 of the Texas Civil Practice and Remedies Code and rule 31 of the Texas Rules of Civil Procedure.
Signature of Guarantor Date

Lessee Date Approved Denied
Authorized Department Personnel Date Approved Denied
Assistant Supt. for Administrative Svcs. Date Approved Denied
Board Approval Date Approved Denied

COPIES: Asst. Supt. for Admin. Svcs. Authorized Department Personnel Requester Financial Services

Socorro Independent School District does not discriminate on the basis of race, color, religion, gender, sex, national origin, age, disability, military status, genetic information, or any other basis prohibited by law in its employment practices or in providing education services, activities, and programs, including career and technical education (vocational programs). For additional information regarding Socorro Independent School District's policy of nondiscrimination contact: (915) 937-0201, 12440 Rojas Dr., El Paso, TX 79928.