Katy Independent School District

Performing Arts Center (PAC) Rental Request Form

All events must comply with current Katy ISD facility use policies, guidelines and restrictions. Availability of the Performing Arts Center (PAC) may be limited by previously scheduled events. The **PAC** will not be available for use during the day for nonschool-related activities. **This form must be submitted at least three (3) months in advance of the first date of requested use.** Request Forms will be accepted on August 1st, no requests will be accepted prior to August 1st. Reservation confirmations will be available after September 5th.

Return this completed form to the Katy ISD Special Events. Reservations, and Marketing Department to initiate rental of a PAC facility. The group/organization must designate a "Contact Person" who will be responsible for ensuring the proper care of the facility. The deposit, **payable to Katy ISD**, will be applied toward the final charges for the event. Rental fees will be charged based on the group's/organization's classification type, the Rental Level Fees, and employee service charges, as applicable. The deposit will not be refunded if the event is canceled less than 30 days in advance. Groups/Organizations should not assume that additional services, rooms, times, or dates can be provided after this event has been approved. Use, possession, or storage of any pesticide or herbicide on District property is prohibited as required by law. Violating this prohibition may result in the cancellation of a current event and in forfeiture of future activities on District property.

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Location of PAC Facility:					
☐ Cinco Ranch High School ☐ Jordan High School ☐ K		y High School 🔲 Mayde Cree		yde Creek I	High School
☐ Morton Ranch High School ☐ Paetow H	igh School ☐ Sev	☐ Seven Lakes High School ☐ Ta		ylor High School	
☐ Tompkins High School					
Group/Organization Information					
Name of Group/Organization					
Address		City			Zip
Contact Person (Sponsor)		Work Phone			
Mobile Phone		E-mail			
Event Name				Number of E	xpected Attendees
Brief Description of Event					
Will there be an admission charge? ☐ Yes ☐ No	Amo	unt			
☐ Level 1 Rental: Load-In or Rehearsal dates need	ded.	☐ Level 2 Rental: P	erformance	Dates, includin	g Load-out
Requested Event Date(s)	From	1	☐ AM ☐ PM	То	☐ AM ☐ PM
Alternate Event Date(s)	From	1	☐ AM ☐ PM	То	☐ AM ☐ PM
Additional Load-In Date	From	1	☐ AM ☐ PM	То	☐ AM ☐ PM
Requested Rehearsal Date(s)	From	1	☐ AM	То	☐ AM ☐ PM

Group/Organization's Agreement

As the officially designated Contact Person for the group/organization named above, I understand that failing to comply with the Katy ISD "Performing Arts Centers (PAC) Facility Rentals and Related Fees Including Reservation Guidelines and Procedures" may result in the cancellation of a current event and the loss of future facility use privileges. Upon completion of the Consultation Session and determination of the technical services necessary for the event, I understand that an estimated cost of the event will be determined and communicated to me as the Contact Person for the group/organization. A Deposit of \$750.00 must be submitted with the PAC Reservation Request Form. I understand that the group/organization will be responsible for the replacement/repair of any PAC equipment due to accidents, misuse, neglect, and/or vandalism on the part of any individual associated with the group/organization. It is also the group's responsibility to provide proof of insurance at least 10 business days prior to the event. I have read and understand the Katy ISD PAC guidelines/restrictions and will abide by and help in the enforcement of said guidelines/restrictions.

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 injuried 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 fireworks) and the use of tobacco products on any Katy ISD property are prohibited.
- 6. The use, possession, or storage or 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.
- 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 Special Events, Reservations and Marketing Department prior to use.
- 10. Proof of the required insurance must be submitted 10 business days prior to the event.
- 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 an event.
- 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 COVID-19 and 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 COVID-19 and 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 restriction 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.
- 18. The user agrees to provide written notice to Ben Rolens at BenjaminRRolens@katyisd.org within twenty-four hours of learning that any person physically present in a District facility for the event under this agreement has developed symptoms of COVID-19, has tested positive for COVID-19 or has been in direct contact with a person who has tested positive for COVID-19 within two weeks of the event under this agreement.
- 19. The user understands and acknowledges that any and all other guests, employees, supervisors, vendors, agents, and other persons present during the use of a District facility under this agreement assume any and all risk of exposure to COVID-19 and any other communicable disease or condition potentially developed or contracted in connection with use of the facility.
- 20. The user agrees to take reasonable action to inform and obtain consent from all guests, employees, supervisors, vendors, agents, and other persons present in relation to the use of a District facility, that by using the District facility they each assume the risk of exposure to COVID-19 and any other communicable disease or condition potentially developed or contacted in connection with use of the facility.
- 21. In the event a guest, employee, supervisor, vendor, agent or other person present in relation to the use of a District facility refuses to expressly assume the risk of exposure, the user agrees to refuse to permit such person to physically enter the District facility. If the user is unable to prevent such person from entering the District facility, the user agrees to immediately contact the Katy ISD police department at 281-237-4000 and to report the impermissible entrance into the District facility.

Contact Person's/Sponsor's Signature		Date		
FOR OFFICE USE ONLY				
Facilities Coordinator	Reservation #	Date Received		