

## **RENTAL AGREEMENT**

This Rental Agreement is made and entered into by and between Forney Independent School District ("District"), and \_\_\_\_\_ ("Lessee").

In consideration of the mutual covenants and agreements set forth in this Rental Agreement, and other good and valuable consideration, District does hereby rent to Lessee, and Lessee does hereby rent from District, \_\_\_\_\_ at \_\_\_\_\_ Forney, Kaufman County, Texas. This facility is referred to in this agreement as "the Facility."

### **ARTICLE 1. DATE OF RENTAL**

1.1 The date for rental of the Facility shall be \_\_\_\_\_, 20\_\_\_\_\_. ("Rental Date") between the hours of \_\_\_\_\_ and \_\_\_\_\_ unless sooner terminated by the provisions in this Rental Agreement.

### **ARTICLE 2. RENT**

2.1 Lessee agrees to pay to the District the sum of \_\_\_\_\_ ("Rental Amount") as rent for the Facility. The Rental Amount must be paid five (5) days in advance of the Rental Date. In the event payment is not made in advance as directed, the Facility shall not be available to Lessee. Lessee agrees to pay the Rental Amount to the District's business office located at 600 S. Bois d'Arc Street, Forney, Texas, during business hours.

2.2 Lessee agrees, upon execution of this agreement, to deposit with the District five hundred (\$500.00) as security for use of the Facility. The Deposit is refundable if the Facility is left in a condition satisfactory to the District's Director of Facilities or his/her designated representative. If the Facility is left in a satisfactory condition, every effort will be made to refund the Deposit within ten (10) days of the Rental Date.

### **ARTICLE 3. ADDITIONAL CHARGES**

3.1 Lessee agrees to pay the charges listed in the District's policies and/or administrative regulations for school personnel needed in connection with use of the Facility.

### **ARTICLE 4. USE OF FACILITY**

4.1 Lessee shall operate the leased Facility only for the purpose of \_\_\_\_\_

4.2 Lessee shall not use, or permit the use of, the Facility in any manner that results in waste of the Facility or constitutes a nuisance. Nor shall Lessee use, or permit the use of, the Facility for any illegal purpose.

4.3 Lessee agrees to enforce the District's policies on use of alcohol, drugs, tobacco, weapons and the operation of vehicles.

4.4 Lessee agrees to use only that portion of the school's buildings or property which is set forth in the second paragraph of this Agreement as the leased Facility, and only utilize the halls, entrances etc. necessary for access to the leased Facility. Access to any other school building or property or portion thereof is strictly prohibited and will be considered a breach of this Agreement.

## **ARTICLE 5. INDEMNITY AND INSURANCE REQUIREMENTS**

5.1 Lessee agrees to indemnify and hold the District, its officers, directors, employees, agents and representatives harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorney's fees for the defense of such claims and demands, arising from the use of the Facility, or from any act or negligence of Lessee, its members, agents, representatives, contractors, employees, invitees, trespassers or licensees in or about the Facility. In case of any action or proceeding brought against the District by reason of such claim, Lessee, upon notice from the District, agrees to defend the action or proceeding by counsel acceptable to the District.

5.2 Any organization using school facilities on a long term basis will be required to provide an original Certificate of Insurance, with the District named as the Certificate Holder. Lessee shall be liable for all bodily injury and property damage occurring during the time Lessee is in possession of the premises. Any damage to the school facility shall be repaired or replaced within thirty (30) days from the date of said damages. If repairs are not made by the Lessee within such time, the Lessor shall have the right to make any such repairs and bill the Lessee for the cost of the same.

Lessee shall be required to maintain the following minimum limits of liability while occupying the premises:

\$1,000,000 Each Occurrence  
\$1,000,000 General Aggregate  
\$100,000 Damage (Any One Fire)  
\$5,000 Med/Exp (Premises Med Pay)

Insurance policies shall list the Forney Independent School District as an additional insured and shall be written by an "A" or better BEST rated company. Certificates of Insurance shall be submitted prior to occupying the premises. The District may request proof of workers' compensation insurance coverage.

## **ARTICLE 6. LESSEE'S RESPONSIBILITIES AND UNDERSTANDINGS**

6.1 Lessee agrees to accept full responsibility for protecting the District's property and equipment, and assumes any and all liability for any necessary repairs or replacements required, or for any damage done to the Facility, building, equipment, or property used by the Lessee.

6.2 Lessee agrees to accept full responsibility for the conduct of any persons using the Facility during the Rental Date.

6.3 Lessee agrees to obtain approval from the Facility's principal prior to using any decorations, equipment, props, etc., and further agrees to remove these items immediately following conclusion of the event, unless prior arrangements have been made with the Facility's principal.

6.4 Lessee understands and agrees that the District assumes no responsibility for maintaining or improving the Facility, and makes no representation about its safety or suitability for the intended use by Lessee.

6.5 Lessee understands and agrees that the District may revoke its permission to use the Facility at any time or under any circumstances that the District may deem sufficient.

6.6 Lessee understands and agrees that any breach of this Agreement may result in suit being initiated to recover loss suffered by the District, may result in refusal to lease the school's facilities in the future, or may result in any other remedy available to the District under federal, state and local law.

## **ARTICLE 7. MISCELLANEOUS**

7.1 Lessee may not sublet, assign, encumber, or otherwise transfer this agreement or any right or interest in this agreement without the written consent of the District.

7.2 This agreement shall be binding upon, and inure to the benefit of, the parties to this agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this agreement.

7.3 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 Kaufman County, Texas.

7.4 In case any one or more of the provisions contained in this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

7.5 This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

7.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

7.7 The rights and remedies provided by this agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

7.8 If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this agreement, then the breaching party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce this agreement.

7.9 Neither the District nor Lessee shall be required to perform any term, condition, or covenant in this agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonably within the control of the District or Lessee and which by the exercise of due diligence the District or Lessee is unable, wholly or in part, to prevent or overcome.

The District and Lessee execute this Rental Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

District:  
Forney Independent School District

By: \_\_\_\_\_  
Superintendent or Designee

Lessee:  
\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone No.: \_\_\_\_\_