



# Santa Maria Independent School District

Military Highway 281

P.O. Box 448/11119 Military Road

*Ms. Maria J. Chavez*

*Superintendent of Schools*

Telephone: 956-565-6308

Central Office

Fax: 956-565-4422

**Board Officers:**

Adolfo Hinojosa

*Board President*

Oralia Ortiz

*Board Vice-President*

Miguel Zavala

*Board Secretary*

**Board Members:**

Noe Aleman

Consuelo De La Rosa

Belinda Lugo

Rambaldo Rivera Jr.

## Use of Facilities & Playing Fields

### APPLICATION/CONTRACT

#### Check - Off List

\_\_\_ 1. Pick up, complete, and sign Application /Contract for the use of school facilities & playing fields from the Santa Maria ISD, Office of Superintendent.

\_\_\_ 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 1954.
- D. Other approved by Superintendent.

\_\_\_ 3. Organization must carry Bodily Injury Liability Insurance in the amount of \$100,000 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 956-565-0598.

\_\_\_ 4. Return completed form to the Office of the Superintendent at least three (3) weeks ahead of time with proof of Non-Profit Status and certificate of liability insurance as to availability of facility. Facility will not be available for use by requestor until Superintendent of Schools approval.

Office of the Superintendent  
11119 Military Rd.  
Santa Maria, TX 78592

\_\_\_ 5. Request is not approved until you receive a confirmation letter from the district.

If further information is needed, please do not hesitate to contact Office of the Superintendent at 956-565-6308.

**ALL RENTAL FEES SHALL BE PAID IN ADVANCE!!**



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

Date Submitted: \_\_\_\_\_

School Facility/Playing Fields Requested: \_\_\_\_\_

Specific Purpose of Use: \_\_\_\_\_

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: \_\_\_\_\_

Anticipated Attendance: \_\_\_\_\_ Admission Charge: \_\_\_\_\_

Signature: \_\_\_\_\_

Facility Use Fee: \_\_\_\_\_

### (For Office Use Only)

Approved

Disapproved

\_\_\_\_\_  
Superintendent's Signature

\_\_\_\_\_  
Date



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## Facility Use Policies

Organization agrees to follow and comply with this agreement and any applicable policies of the Board of Trustees of SMISD ( 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. If organization does not comply with any part of this agreement or policy, SMISD may cancel organizations use of the facility and SMISD will not reimburse any fees paid for use of facilities.

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.

SMISD 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 SMISD believes that such termination would be in the best interest of SMISD and/or its students and persons.

Organization agrees to release and indemnify SMISD 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 SMISD 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 Office of the Superintendent of Schools 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 the Superintendent of Schools.

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 SMISD reasonably imposes from time to time, such fees payable in advance or upon SMISD' s demand if not required to be paid in advance.



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A copy of the Organization's Bodily Injury Liability and Property Damage Insurance Policies must be submitted to SMISD at the time this application is signed, and SMISD shall have the right to approve or disapprove. Organization's right to use the Facility/Playing Fields is expressly subject to SMISD'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 \$100,000 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. If any damage is done to facility or if facility is not left in good and clean order, organization agrees to pay the amount of damages required by SMISD within ten days. The "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 Office of the Superintendent of Schools. No one will be permitted to be in the kitchen area of the cafeteria of the School unless prior permission for such use in 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 SMISD.

Applicant hereby certifies that applicant has authority to bind the Organization. By applicant's signature below, the organization promises to comply with all terms in this agreement and SMISD's policies.

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

## ACKNOWLEDGEMENT

By signing below I certify that I have received a copy of the facility use policies.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



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### To be completed by SMISD Officials

Principal/Director \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Approved \_\_\_\_\_ Disapproved

Director of Maint. \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Approved \_\_\_\_\_ Disapproved

### If requesting Gymnasium or Stadium:

Athletic Administration \_\_\_\_\_

\_\_\_\_\_ Approved \_\_\_\_\_ Disapproved

### If requesting use of campus Kitchen space and/or equipment:

Food Service Director \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Approved \_\_\_\_\_ Disapproved

### Payment for rental and custodial fees shall be paid in advance

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

### To be completed by the SMISD Board of Trustees

1. Facility use: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved

2. Facility use fees waived: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved

3. Custodial fees waived: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved

4. Security officer(s) fees waived: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved

5. Bodily injury liability insurance waived: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved

6. Property damage insurance waived: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved

Date: \_\_\_\_\_

If disapproved, please note reason:

\_\_\_\_\_  
\_\_\_\_\_

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