

PINE TREE ISD



Athletic Complex Rental Agreement



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Pine Tree ISD Athletic Complex
3737 West Loop 281
P. O. Box 5878
Longview, TX 75608-5878
Web Address: www.ptisd.org
(903) 295-5142

About the Athletic Complex

Welcome to the Pine Tree ISD Athletic Complex, located on the West side of Longview at 3737 West Loop 281. Our staff will provide an exceptional service that will allow you to concentrate on your event without having to worry about last minute details.

The Pine Tree Athletic Complex is designed to serve all of your school's needs:

- Football Games
- Soccer Tournaments
- Community Events
- Marching Band Competitions
- Special Olympics
- Track and Field Meets

We look forward to hosting your event.

Directions

Home Team

(Playoffs)

Driving Directions and Traffic Flow for Pine Tree ISD Athletic Complex:

Pine Tree ISD Athletic Complex
3737 West Loop 281
Longview, Texas 75604

<http://www.mapquest.com/>

Schools coming from North of Longview (State Hwy 300 or State Hwy 259):

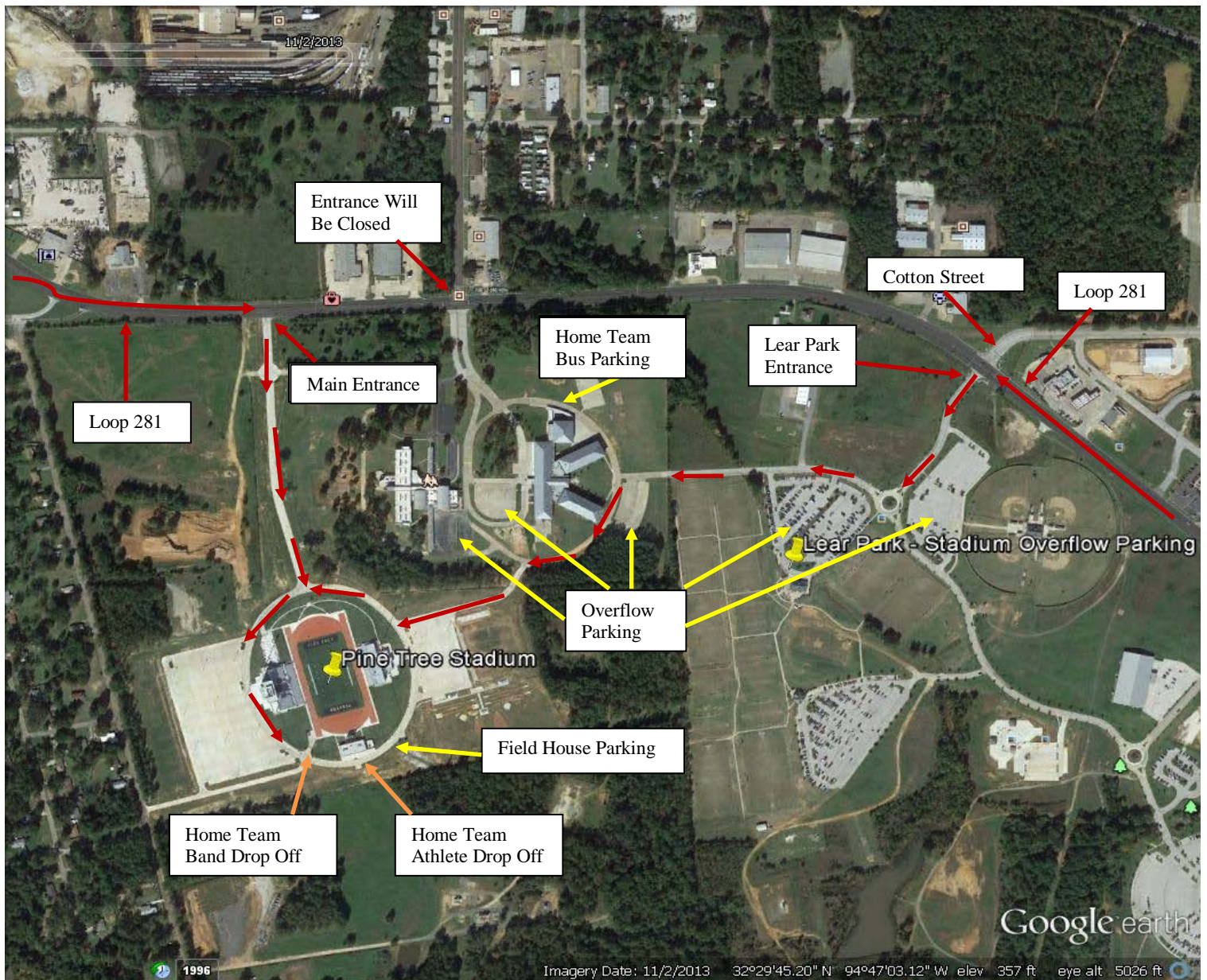
School Buses/Fans: As you enter Longview turn right onto Loop 281 and follow the Loop across Hwy. 80 (Marshall Avenue). Continue on Loop 281 to the Complex Entrance and turn right onto the Complex Drive. At the stop sign turn right and follow around to the Home Side parking lot. Team buses will unload at the field house. Band and Drill team buses will unload at the south entrance gate to the Complex. Bus parking for the Home Team is designated along the curb by the Middle School Gym (**See Pine Tree Stadium overhead view**). Pine Tree Staff will assist you with parking your buses.

**Schools coming from South of Longview (Interstate 20):
(No Left Turn will be allowed into the Main Entrance to the Stadium)**

School Buses/ Fans: Exit Longview (Hwy. 31 exit) go North on Hwy. 31, exit Loop 281 and turn left at the light. Continue on Loop 281 to the Lear Park Entrance and turn left onto the Complex Drive. At the stop sign turn right and follow around to the Home Side parking lot. Team buses will unload at the field house. Band and Drill team buses will unload at the south entrance gate to stadium. Bus parking for the Home Team is designated along the curb by the Middle School Gym (See **Pine Tree Stadium overhead view**). Pine Tree Staff will assist you with parking your buses.

When exiting please go out the same way you entered the Athletic Complex.

Home Team Map to Pirate Stadium



Visiting Team

Driving Directions and Traffic Flow for Pine Tree ISD Athletic Complex:

**Pine Tree ISD Athletic Complex
3737 West Loop 281
Longview, Texas 75604**

<http://www.mapquest.com/>

Schools coming from North of Longview (State Hwy 300 or State Hwy 259):

School Buses/Visiting Fans: As you enter Longview turn right onto Loop 281 and follow the Loop across Hwy. 80 (Marshall Avenue). Continue on Loop 281 past the main entrance of the stadium and turn right at the light on Cotton Street/Lear Park. At the circle stay to the right and continue up the hill to the stop sign, turn left at the stop sign and continue to first available entrance to stadium. Buses will unload at along the curb by the visitor's ticket booth to the Complex. Bus parking is designated along the side of the field event area (South side of parking lot. Staff will assist you in parking your buses.

Overflow parking is available at the Intermediate and Middle School. When these lots are full additional parking is available in Lear Park. (See overhead view of the Pine Tree Stadium)

When exiting please go out the same way you entered visitors parking and exit out at Lear Park.

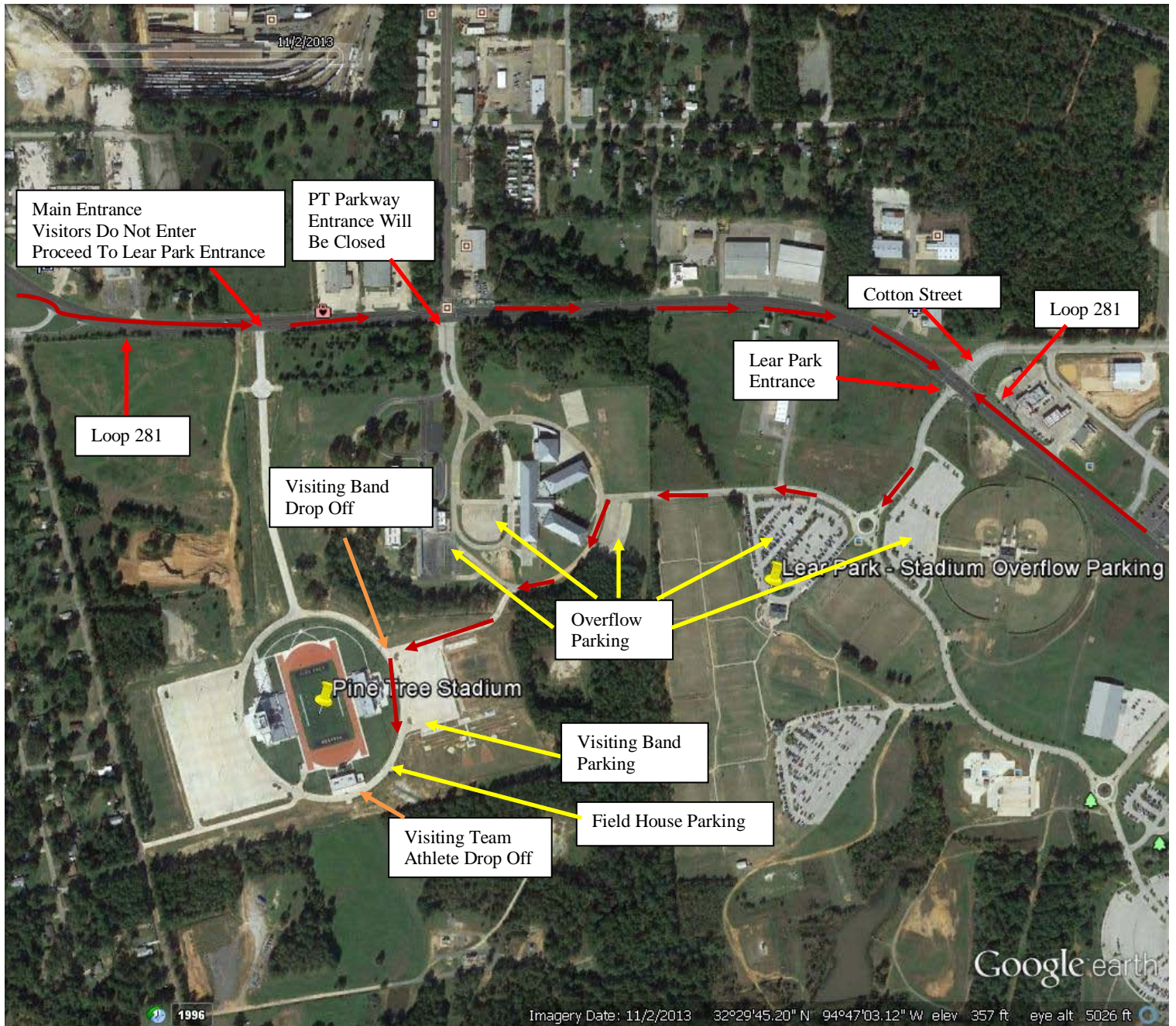
Schools coming from South of Longview (Interstate 20):

School Buses/Visiting Fans: Exit Longview (Hwy. 31 exit) go North on Hwy. 31, exit Loop 281 and turn left at the light. Continue on Loop 281 to Cotton Street/Lear Park and turn left into Lear Park. At the circle stay to the right and drive up the hill, at the stop sign turn left and follow around to first available entrance into the stadium. Buses will unload at along the curb by the visitor's ticket booth to the Complex. Bus parking is designated along the side of the field event area (South side of parking lot. Staff will assist you in parking your buses.

Overflow parking is available at the Intermediate and Middle School. When these lots are full additional parking is available in Lear Park. (See overhead view of the Pine Tree Stadium)

When exiting go out the same way you entered the visitors parking and exit out at Lear Park.

Visiting Team Map to Pirate Stadium



Athletic Complex Accommodations

Seating

- Home side – 4,000 (including 840 chair back reserved seats with drink holders)
- Visitor side – 2,500
- Total Seats - 6,500
- Wheelchair accessibility and viewing on both sides
- Mid-level access on both sides allowing access to seats up and down bleachers

Playing Surface

- Hellas Matrix artificial surface

Scoreboard

- Daktronics Scoreboard with 15.7' tall X 20.4' wide video screen
- Lessor will operate the scoreboard

Parking

- On and Offsite parking
- Shuttle service provided for offsite parking

Pressbox

- Community Room (seats 20 guests)
- Home Team –10 Community Room passes
- Visiting Team – 10 Community Room passes
- Home and Visitor Coaches Booths
- Scout Booth
- Radio broadcast rooms with telephone lines for home and visitors
- Closed circuit broadcast of game on televisions in the Community Room and concession stands

Patio Floor

- Film Deck for game day filming
- Audio Video room for video scoreboard

Concessions

- Three concession stands – Two on the home side and one on the visitor side

Field House

- Home team locker room
- Visitor team locker room
- Officials dressing room
- Safe provided in each locker room to secure valuables

Fees

Complex Rental

- Football: \$2,500 (\$1,250 per school) plus 15% of gross ticket sales
 - Soccer: \$1,250 (\$625 per school) plus 15% of gross ticket sales
 - U.I.L. Fee: 15% of gross ticket sales (Playoff Games)
 - Cost of Officials and Chain Crew (taken out of net ticket sales)
 - Cost of Security (taken out of net ticket sales)
1. **Participating schools will be responsible for securing officials and chain crew.**
 2. Pine Tree ISD will be responsible for paying officials and chain crew.
 3. Pine Tree ISD will be responsible for all game workers and security.
 4. The District Athletic Boosters will operate the concessions and keep all profits.
 5. Pine Tree will be responsible for all UIL reports.
 6. Field House will be open 2 hours prior to game time.
 7. Gates will open 1 1/2 hours prior to game time.
 8. Each participating school must complete and sign the **“Pine Tree ISD Athletic Complex Rental Agreement”**.

The remainder of ticket sales will be split between the two schools. Upon completion of all financial obligations Pine Tree ISD will issue a financial report and a check to each participating school.

If a negative balance exists Pine Tree ISD will issue a financial report and an invoice for the remaining costs which will be split and sent to each school for payment.

Restrictions

- No use of stakes on the field.
- No generators on the field or track (fuel affects the turf as well as rubber)
- Food consumption will be restricted to the Concession area or the Plaza
- No glass bottles or cans on the field or track
- Use of sunflower seeds and gum is prohibited on the field and track
- No cannons or confetti
- Use of tobacco and alcohol is prohibited on District Property
- No animals are allowed in the Stadium or on the field and track unless the animal is a service animal
- No bicycles, skateboards, or roller blades are allowed inside the stadium
- No vehicles on the track or field



**PINE TREE INDEPENDENT SCHOOL DISTRICT
FACILITY LEASE AGREEMENT
ATHLETIC COMPLEX**

This Lease is made between the PINE TREE INDEPENDENT SCHOOL DISTRICT ("Lessor") and _____ ("Lessee") effective as or the _____ day of _____ 201__.

1. Premises. Lessor agrees to lease to the Lessee the Athletic Complex [the "Complex"] pursuant to the terms, conditions and covenants set forth herein and solely for the purposes set forth in paragraph 2 hereof.
2. Purpose. Lessee represents that the Complex is being rented for the purpose of _____ and for no other purpose without prior written consent by lessor.
3. Term. The term of this lease shall commence at _____ o'clock on _____ (date) and end at _____ o'clock on _____ (date). Unless otherwise provided herein, the Lessee shall have the right of access to the Complex for a period of _____ hour(s) before and _____ hour(s) after the termination of the Lease for the purpose of set up and removal of any of Lessee's equipment and property.
4. Rent. Lessee agrees to pay Lessor the sum of \$_____ for rent of the Complex pursuant to the terms of this Lease. Lessee shall pay the rent to Lessor in advance not less than five (5) business days before the event by cashier's check or certified check plus the estimated cost of staff; personnel and equipment.
5. Access, Staff and Personnel, Equipment. Lessee shall require the following access, staff and personnel and equipment:
 - A. Complex Access. Lessor shall open the Complex at _____ o'clock on _____ (date). Lessor shall close the Complex at _____ o'clock on _____ (date).

6. Security Deposit. Upon approval of this Lease by Lessor, Lessee shall deposit with Lessor the sum of \$1,500.00 by cashiers or certified check as a security deposit and/or performance guaranty. The security deposit shall be applied towards the rent or for the cost of repairing any damage to the Complex or the equipment or to paying replacement cost for lost or damaged equipment. The security deposit shall not relieve Lessee of liability for damages to the Complex or to equipment or for loss of equipment in excess of the amount of the security deposit. Lessee shall remain fully liable for all such damage.
7. 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 Complex, if applicable. Lessee shall indemnify, defend or hold Lessor harmless from any claim or cause of action which may arise from the use of materials subject to a copyright.
8. Concessions; Sales. Alcoholic beverages shall not be sold at the Complex. Only non-alcoholic products can be sold at the Complex. If selling food during the event, a City of Longview Public Food Establishment Permit must be provided to the assistant superintendent's office five (5) business days prior to the event, if such a permit is required. This facility is a gun free, drug and alcohol free, and tobacco free and all are prohibited.
9. Insurance.
 - A. Comprehensive General Liability Insurance. Lessee, shall, at its sole cost and expense, obtain and maintain in force for the benefit of 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 one occurrence or property damage arising out of any one occurrence. Such policy shall be written by an insurance company authorized to do business in the State of Texas and approved by Lessor. A certificate of insurance shall be delivered to Lessor on or before the commencement date of this Lease. A certificate shall contain (i) a statement of coverage provided by the policy, (ii) the listing showing 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 Lessee's equipment or property brought onto the Complex pursuant to the terms of this Lease. Lessee shall be solely liable and 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.

10. Indemnification. If indemnification is applicable (entities that are not Texas independent school districts); Lessee hereby indemnifies and agrees to hold Lessor harmless from any and 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 occupancy in, upon or at the Complex, 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 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 Complex, Lessee shall protect and hold Lessor 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 to Lessor 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 hereunder.
11. Damages to Complex and Equipment. Lessee shall be liable and shall reimburse Lessor for the reasonable cost of repair, replacement or reconstruction for any damage to the Complex or any equipment of Lessor used by or located at the Stadium during the term of this Lease whether caused by Lessee, its agents, employees, concessionaires and representatives or whether caused by any guest or invitees of Lessee at the Complex. Lessee shall be solely responsible for all such loss or damage to the Complex and the equipment located thereon during the term of this Lease.
12. 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 Complex during the term of this Lease. Lessee agrees that Lessor shall have no liability or responsibility therefore. Lessee acknowledges that Lessor has governmental 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 governmental Immunity or other immunity granted or arising under the law of the State of Texas.
13. 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 Complex, or the performance and activities engaged in by lessee at the Complex 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. This facility is a gun free, drug and alcohol free, and tobacco free and all are prohibited.

14. Miscellaneous Operational Requirements.

- A. Advertisements. All posted advertisements on or at the Complex regarding the activity or performance subject to this Lease must be submitted to Lessor for prior approval before posting.
- B. Taxes; Licenses. Lessee shall be solely responsible for all applicable taxes on tickets sold for admission and items or refreshments sold, and any required license fees.
- C. Vehicles and Heavy Equipment Prohibited. Vehicles and heavy equipment such as forklifts are not allowed to cross the Complex field.
- D. Contact Person. The contact persons for the Lessor and Lessee shall be as follows:

Lessor:

Pine Tree ISD
P. O. Box 5878
Longview, TX 75608
Phone: (903) 295-5142
Attn: Athletic Director

Lessee:

Phone: _____
Attn: _____

- 15. Default by Lessee. In the event Lessee shall default or fail to perform or comply with any term or 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 Lessor may be entitled including the rent due under this Lease. In the event the default occurs prior to commencement of the lease, Lessor shall give Lessee written notice thereof and a reasonable opportunity to cure the default. If the default occurs during the term of the lease or while an activity or performance is being conducted by the Lessee at the Complex, the Lessor shall have the right to enforce the terms of this Lease either during or after completion of the performance or activity.
- 16. Termination Without Cause by Lessor. 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 Complex, or in the event the Lessor shall require the use of the Complex 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 Lessor, Lessor shall refund to Lessee all amounts constituting the Security Deposit.

17. Miscellaneous.

- A. Entire Agreement. This Lease constitutes the entire agreement between the 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 Gregg 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:
Pine Tree ISD
P.O. Box 5878
Longview, TX 75608
Phone: (903) 295-5142
Attn: Athletic Director

Lessee:

Phone: _____
Attn: _____

- 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 any 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 Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, 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 and Subletting Prohibited. Lessee may 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.

SIGNED on this date

LESSOR:

PINE TREE INDEPENDENT SCHOOL DISTRICT

BY: _____
SUPERINTENDENT

LESSEE:

