



June 3, 2024

Donald McIntyre, Superintendent  
Princeton Independent School District (“Princeton ISD”)



*Sent Via E-mail*

**Re: Level Three Grievance Regarding Retaliation and Discrimination Against Color Splash Out and Reverend Yadi Martinez-Reyna**

Dear Superintendent McIntyre:

We file this formal grievance on behalf of Color Splash Out and its founder, Reverend Yadi Martínez-Reyna, MDiv, concerning Princeton ISD’s recent decision to cancel “Princeton Pride 2024” and to prohibit Color Splash Out from ever renting District facilities and respectfully ask that Princeton ISD allow them to host their event at Lovelady Highschool, as originally planned and agreed upon by the District.

For the reasons explained below, the District’s decision to cancel this event—and forever ban Color Splash Out from holding events at Princeton ISD—violates critical free speech protections under the U.S. and Texas Constitutions. Moreover, the letter you sent explaining this decision is factually inaccurate and misapplies the District’s policies on facilities rentals. Since this decision sets a harmful precedent for members of the Princeton community, we ask you to reconsider the facts relating to Color Splash Out’s application and reverse your decision by allowing Color Splash Out to proceed with its Pride event as planned. On May 22, 2024, we sent a request for reconsideration of this decision to Superintendent McIntyre asking for a response by May 29. We have not received any response and now file this formal grievance.

***Recent Attempts to Restrict Free Speech***

Color Splash Out is a 501(c)(3) nonprofit organization dedicated to creating brave and safe spaces that build resilience, a sense of belonging, and enhanced self-esteem for LGBTQIA+ youth. Rev. Yadi Martínez-Reyna is an ordained minister with the United Church of Christ and is the

founder, CEO, and Executive Director of Color Splash Out. Rev. Martínez-Reyna has communicated with the District on behalf of Color Splash Out for the past few months to organize a Pride event on Princeton ISD property, called “Princeton Pride 2024.”

Princeton Pride 2024 is currently scheduled to take place at Lovelady High School on Saturday, June 29, from noon to 4 pm. In renting out District property, Color Splash Out carefully followed Princeton ISD’s rules and submitted an application on the District’s website. Color Splash Out’s application was approved and the organization paid to reserve space at Lovelady High School.

Color Splash Out intends to hold this event on the 55<sup>th</sup> anniversary of the Stonewall Riots, which is an important date for the LGBTQIA+ community. As an organization that serves LGBTQIA+ youth and allies in Princeton, Color Splash Out seeks to help young people and the broader community understand that they are welcome and supported, regardless of their gender identity or sexual orientation.

Earlier this year, Color Splash Out became aware that PTX Diverse, which sponsored last year’s Pride event, was no longer planning on holding a Pride event in Princeton since it had been banned from hosting events at Princeton ISD. Color Splash Out was concerned about the lack of events in Princeton that are supportive of LGBTQIA+ youth, so Color Splash Out decided to host its own Pride event, fully separate from PTX Diverse. Rev. Martínez-Reyna personally supervises a team of volunteers who are actively working to plan Princeton Pride 2024, and no member of its team is part of PTX Diverse. The two organizations are entirely separate and no one from PTX Diverse has been involved in the planning of Princeton Pride 2024.

As Color Splash Out prepared for Pride, it published a Vendor Application to allow nonprofit organizations, houses of worship, individuals, and businesses to sign up to host booths at Princeton Pride.<sup>1</sup> This Vendor Application carefully follows the rules for Princeton ISD and sets a deadline for all vendor applications to be due by May 26, 2024—over a month before the event. The Vendor Application explicitly tells vendors that:

- “Anyone found in violation of vendor policies, local, state, or federal law, or the vision and mission of Color Splash Out will be asked to leave immediately and will not be allowed to return to any subsequent events. . . .
- Vendors shall not openly display or sell any items that may be considered offensive, obscene, or of an adult nature. All conversations, displays, marketing collateral, and messaging must be PG-13 rated. PTX Diverse staff is the final adjudicator of appropriateness. Vendors may have adult/18+ items for sale but must be covered/hidden from plain view and labeled with an adult/18+ sign. Vendor may be asked to remove items and/or amend messaging, conduct, etc. by PTX Diverse staff if necessary. Any vendor that fails to comply promptly when approached will be asked to leave immediately.”

---

<sup>1</sup> **Exhibit 2** (Vendor Application).

Color Splash Out copied this vendor application from what multiple organizations have used in the past, including PTX Diverse’s Pride event last summer. The erroneous reference to “PTX Diverse” in the paragraph above is a typo since PTX Diverse has no role in planning or executing this event.

Although this language was used for vendors last summer at Princeton Pride without any issue, Color Splash Out never had any intention of allowing any person to bring any items to District property that are obscene, vulgar, or otherwise contrary to District policies. Indeed, that is why the Vendor Application prominently states: “Vendors shall not openly display **or sell** any items that may be considered offensive, obscene, or of an adult nature” and “**All** conversations, displays, marketing collateral, and messaging must be PG-13 rated.”<sup>2</sup> The Vendor Application also states at the end of it in bold font: “**Please reach out to us if you have any questions or concerns!** [REDACTED]”

### *Your Letter and Decision*

As Color Splash Out has been planning and organizing Princeton Pride 2024, they have repeatedly offered to meet with the District to discuss any possible concerns with this event and how they can work to ensure that this is a safe, successful, and family-friendly event where every person feels welcome. But instead of meeting with them or calling Rev. Martínez-Reyna, you sent a letter on Monday, May 20, arbitrarily cancelling this event and forever banning Color Splash Out from ever renting Princeton ISD facilities in the future.

Specifically, your letter accuses Color Splash Out of violating the District’s facility use agreement pursuant to GKD (Regulation).<sup>3</sup> You wrote:

Within the policy and the agreement, you are directly prohibited from engaging in activity and/or distributing materials that violate specific prohibitions. Specifically, you are to refrain from **Obscenity and Vulgarity**, as defined in GKD (REGULATION).

It has come to my attention that you put out a vendor application that directly violates the Facility Use Agreement by stating the following: “Vendors may have adult/18+ items for sale but must be covered/hidden from plain view and labeled with an adult/18+ sign.” This solicitation or allowance of adult items is vulgar and obscene and not allowable.

Moreover, the District has information that your contact information is not accurate and may reflect participation with individuals and organizations who are no longer in “good standing” under the District’s facilities use policies, and may not rent facilities owned by Princeton ISD at this time.

In light of these factors and the clear violation of GKD (REGULATION), Lovelady High School will not be available for your event on June 29, 2024. Furthermore,

---

<sup>2</sup> **Exhibit 2** (Vendor Application).

<sup>3</sup> **Exhibit 1** (Letter to Color Splash Out).

you individually, Color Splash Out as an entity, and all named officers and officials thereof are ineligible to rent Princeton ISD facilities in the future.

***Factual Errors in Your Letter***

Color Splash Out asks the District to reverse this decision because the letter you sent is factually inaccurate and the action it outlines is unconstitutional, as further explained below. First, Rev. Martínez-Reyna’s contact information is fully up-to-date, and the statement that Color Splash Out’s “contact information is not accurate” is itself inaccurate. Although there was a typo in the Vendor Application that was copied from previous events held on District property, PTX Diverse is not involved in the planning or execution of Princeton Pride 2024. Thus, your accusation that “individuals and organizations who are no longer in ‘good standing’” are involved in planning this event is also baseless. Any confusion caused by this typo could have been easily resolved through the courtesy of calling Rev. Martínez-Reyna prior to taking this needless and unilateral action to cancel the event and ban Color Splash Out.

Moreover, Rev. Martínez-Reyna and Color Splash Out have not done anything that is “vulgar” or “obscene,” as defined by District policies or state law. Although the Vendor Application mentions that “Vendors may have adult/18+ items for sale,” that sentence is preceded by a requirement that “Vendors shall not openly display **or sell** any items that may be considered offensive, obscene, or of an adult nature.”<sup>4</sup> Thus, no one is allowed to sell any item at the event that is offensive, obscene, or of an adult nature, and the District’s punitive action based on this single sentence is unfounded.

Color Splash Out does not intend to allow any vendor to bring any item onto District property that would be considered an adult/18+ item. Instead, the organization specifically tells vendors that “All conversations, displays, marketing collateral, and messaging must be PG-13 rated.” Moreover, by requiring all vendors to register over a month before the event, Color Splash Out plans to carefully review the vendor list to ensure that all District regulations and state laws are followed.

Color Splash Out regrets that this single sentence that was copied over from last year’s application may have confused the District, but it in no way means that any item that is vulgar or obscene is allowed at this event. To make this clear, Color Splash Out is willing to remove that sentence completely from the Vendor Application, as well as to fix the erroneous typo referencing PTX Diverse. And because all vendors must sign up for this event a full month before it happens, Color Splash Out can also inform all vendors that they may not bring any item to campus that is obscene, vulgar, or otherwise inappropriate.

Instead of contacting Color Splash Out to address any confusion, ambiguity, or concerns about the Vendor Application, the District made an abrupt, arbitrary, and irrational decision that squelches the free speech rights of Rev. Martínez-Reyna and Color Splash Out. And because this unconstitutional decision threatens the free speech rights of every person connected to Princeton ISD, we ask you to promptly reverse it.

---

<sup>4</sup> **Exhibit 2** (Vendor Application).

## *Constitutional Violations*

The District’s response to any concerns that it has about Color Splash Out’s Vendor Application or contact information is disproportionate, unreasonable, and unconstitutional since it completely cuts off a forum for free speech.

As a government entity, Princeton ISD is bound by the U.S. and Texas Constitutions to respect the free speech and expression of everyone in the Princeton community. But by imposing an unreasonable restriction on speech and permanently banning Color Splash Out and Rev. Martínez-Reyna from using campus facilities, Princeton ISD is suppressing free speech and violating these constitutional requirements.

The First Amendment of the U.S. Constitution has long forbidden the government from regulating speech in “ways that favor some viewpoints or ideas at the expense of others.”<sup>5</sup> Similarly, the Texas Constitution protects the right of every person “to speak, write or publish his opinions on any subject,”<sup>6</sup> and has been interpreted to provide even broader free speech protections in some areas than the federal Constitution.<sup>7</sup> Just last week, the Supreme Court unanimously reaffirmed that “a government entity’s ‘threat of invoking legal sanctions and other means of coercion’ against third parties ‘to achieve the suppression’ of disfavored speech violates the first amendment.”<sup>8</sup> Princeton ISD’s permanent ban targeting Color Splash Out is coercive suppression of its LGBTQIA+ viewpoints and is unconstitutional.

Although school districts, like all government entities, may regulate “the time, place, and manner of expression,” any such regulation must be content-neutral and “narrowly tailored to serve a significant government interest, and leave open ample alternative channels of communication.”<sup>9</sup> Princeton ISD’s decision here profoundly fails this test since it is not narrowly tailored and does not leave open alternative channels of communication.

Because obscene speech is not protected by the First Amendment, the government does have a valid interest in enforcing Texas state laws against obscenity. But obscenity has a specific legal definition under Texas law,<sup>10</sup> which is explicitly incorporated into Princeton ISD’s facilities

---

<sup>5</sup> *City Council of Los Angeles v. Taxpayers for Vincent*, 466 U.S. 789, 804 (1984).

<sup>6</sup> TEX. CONST. art. I, § 8.

<sup>7</sup> *Bentley v. Bunton*, 94 S.W.3d 561, 578 (Tex. 2002).

<sup>8</sup> *National Rifle Association of America v. Vullo*, 602 U.S. \_\_ (2024) (reaffirming *Bantam Books, Inc. v. Sullivan*, 372 U.S. 58, 67 (1963)).

<sup>9</sup> *United States Postal Service v. Council of Greenburgh*, 453 U.S. 114, 132 (1981).

<sup>10</sup> Texas Penal Code 43.21 defines obscenity as follows:

“Obscene means material or a performance that:

(A) The average person, applying contemporary community standards, would find that taken as a whole appeals to the prurient interest in sex;

(B) Depicts or describes:

a. Patently offensive representations or descriptions of ultimate sexual acts, normal or perverted, actual or simulated, including sexual intercourse, sodomy, and sexual bestiality; or

b. Patently offensive representation or descriptions of masturbation, excretory functions, sadism, masochism, lewd exhibition of genitals, the male or female genitals in a state of sexual stimulation or arousal, covered male genitals in a discernibly turgid state or a device designed and marketed as useful primarily for the simulation of the human genital organs; and

(C) Taken as a whole lacks serious literary, artistic, political, and scientific value.”

use policies.<sup>11</sup>

The District’s enforcement of the policy is not narrowly tailored to its interest in upholding anti-obscenity laws. The District’s letter takes a single sentence from the Vendor Application—“Vendors may have adult/18+ items for sale but must be covered/hidden from plain view and labeled with an adult/18+ sign”—and calls it a “solicitation or allowance of adult items” that itself “is vulgar and obscene and not allowable.”<sup>12</sup> But this sentence does not come close to meeting the legal definition of obscenity, as defined by Texas Penal Code Chapter 43, or vulgarity, which is defined by District policy as “activities and/or materials [that] are obscene, vulgar, or otherwise inappropriate for the age and maturity of the audience.”<sup>13</sup>

In fact, the District does not even know what kind of materials vendors might bring to Color Splash Out’s event. The District seems to ignore that the Vendor Application specifically tells all vendors that “Vendors shall not openly display **or sell** any items that may be considered offensive, obscene, or of an adult nature.”<sup>14</sup> And even if a vendor brings something that the particular vendor might think is an “adult item,” that does not automatically mean that it also meets the District’s definitions of obscenity or vulgarity. The District’s letter is based on pure conjecture and speculation, and the District has made no attempt to ask or clarify what kind of vendors or items might be brought to this event.

The District’s enforcement of this policy also fails to leave open ample alternative channels of communication, as required by the First Amendment.<sup>15</sup> In *City of Renton v Playtime Theater*, the Supreme Court held that allowing adult theaters in only a certain part of the city allowed for alternative channels of communication because they were not banned.<sup>16</sup> In contrast, Princeton ISD has completely banned Color Splash Out and any of its officers from holding events on **all** District property with no alternative methods of use. This sweeping and unjustified restriction seems to apply to current and future officers that Princeton ISD does not even know, and it bars Rev. Martínez-Reyna from renting facilities for religious worship services, which the District routinely permits for other groups.

Further, the District’s silencing of speech and expression before it even occurs is a prior restraint, which is presumptively unconstitutional under the First Amendment. In *Southeastern Promotions v. Conrad*, the U.S. Supreme Court found that when a municipal board denied an applicant’s application for use of municipal facilities for a rock musical, based on a rumor that it might be obscene, it placed an unconstitutional prior restraint on the musical.<sup>17</sup> Similarly, by completely banning Color Splash Out and Rev. Martínez-Reyna from renting Princeton ISD facilities based on vague speculation about future possible obscenity with no evidence or specific examples, the District is imposing an unconstitutional prior restraint on Color Splash Out and Rev. Martínez-Reyna. Additionally, the Supreme Court has long held that when a government official overrides standard policy and procedure and replaces it with his own judgment, this “unbridled

---

<sup>11</sup> **Exhibit 3** (GKD (Regulation)).

<sup>12</sup> **Exhibit 1** (Letter to Color Splash Out).

<sup>13</sup> **Exhibit 3** (GKD (Regulation)).

<sup>14</sup> **Exhibit 2** (Vendor Application).

<sup>15</sup> *City of Renton v. Playtime Theater Inc.*, 475 U.S. 41, 47 (1986)

<sup>16</sup> *Id.* at 49.

<sup>17</sup> *Southeastern Promotions v. Conrad*, 420 U.S. 546, 562 (1975).

discretion” demonstrates an unconstitutional prior restraint.<sup>18</sup> Here, Color Splash Out continuously maintained communication with the District to ensure that it was following all of the policy and procedural requirements to host its event. Instead of giving Color Splash Out an opportunity to rectify the issue, the District chose to violate its First Amendment rights by canceling the event and banning its use of District property in the future.

***Conclusion***

Even if the District had any legitimate concerns about the Vendor Application or contact information of Color Splash Out and Rev. Martínez-Reyna, the First Amendment does not allow the District to completely quash their free expression, shut down Princeton Pride, and forever ban them from hosting events on campus. By choosing to open its facilities to the public, Princeton ISD has created a limited public forum that the District is required to share equally with the entire community, not to arbitrarily dictate which groups may or may not host events.

We urge the District to reverse its decision to terminate Color Splash Out and Rev. Martínez-Reyna’s ability to hold events at Princeton ISD’s facilities to ensure that the District continues to respect the First Amendment freedoms of every person in the Princeton community.

Thank you,



Charelle Lett, Attorney  
Brian Klosterboer, Attorney  
Chloe Kempf, Attorney  
American Civil Liberties Union of Texas



---

<sup>18</sup> *Cox v. Louisiana*, 379 U.S. 536, 58 (1965).

# **EXHIBIT 1**





Donald McIntyre, Superintendent  
Dr. Jackie Hendricks, Deputy Superintendent  
Casey Gunnels, Assistant Superintendent

331 Princeton Parkway  
Princeton, NJ 08540  
469-952-5400 Fax 469-952-5430

Jona Boitmann, Assistant Superintendent  
James Lovelady, Assistant Superintendent  
Rachel Nicks, Executive Director

---

5/20/2024

Color Splash Out

Yadi Martinez

[REDACTED]

[REDACTED]

Re: Cancellation of Facility Use Agreement

This letter serves as written notice that your Facility Use Agreement is hereby cancelled. As a Lessee for a Princeton Independent School District ("Princeton ISD" or "District") facility, you received and executed the Facility Use Agreement pursuant to Board Policy GKD (REGULATION). Within the policy and the agreement, you are directly prohibited from engaging in activity and/or distributing materials that violate specific prohibitions. Specifically, you are to refrain from Obscenity and Vulgarity, as defined in GKD (REGULATION).

It has come to my attention that you put out a vendor application that directly violates the Facility Use Agreement by stating the following: "Vendors may have adult/18+ items for sale but must be covered/hidden from plain view and labeled with an adult/18+ sign." This solicitation or allowance of adult items is vulgar and obscene and not allowable.

Moreover, the District has information that your contact information is not accurate and may reflect participation with individuals and organizations who are no longer in "good standing" under the District's facilities use policies, and may not rent facilities owned by Princeton ISD at this time.

In light of these factors and the clear violation of GKD (REGULATION), Lovelady High School will not be available for your event on June 29, 2024. Furthermore, you individually, Color Splash Out as an entity, and all named officers and officials thereof are ineligible to rent Princeton ISD facilities in the future. This notice is being given promptly to allow ample time for you to find a different facility for your event.

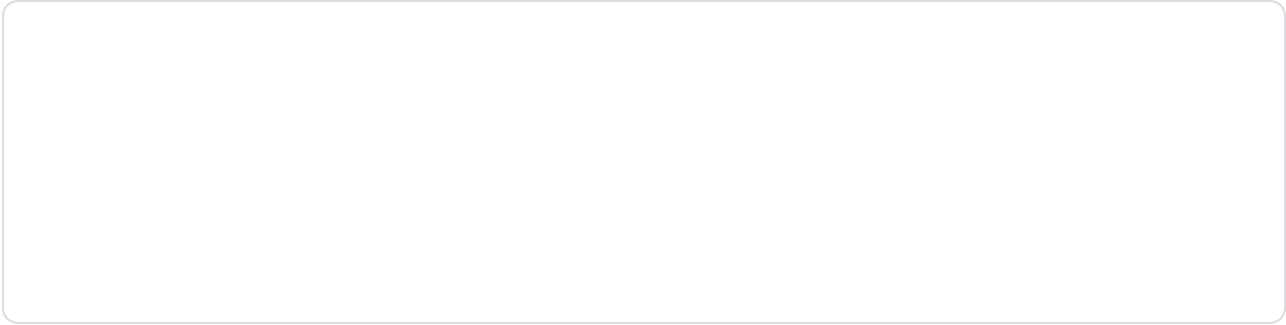
Sincerely,

Donald McIntyre

Superintendent

Princeton ISD

# **EXHIBIT 2**



# Princeton Pride 2024 Vendor Application

Join us **Saturday, June 29, 2024 from 12-4 PM** to sell your goodies, make some friends, and support equality!

**Lovelady High School**



[Sign in to Google](#) to save your progress. [Learn more](#)

\* Indicates required question



## Policies and Procedures

This Vendor Policies and Procedures document includes all the information you need to secure your place as a vendor at our event. We look forward to working with you as we create an even stronger community and help your business grow. With research showing that the collective buying power of the LGBTQ+ consumer market in the United States approaching \$1 trillion, this is an opportunity you will not want to miss.

### **Please read the following policies and procedures carefully before agreeing to participate in the event:**

- Booths will be granted on a first-come, first-served basis. Approval of application is solely at the discretion of Color Splash Out staff.

### **Important dates to note:**

**May 26, 2024:** Vendor applications are due.

**May 27, 2024:** Vendors will be notified whether application has been approved or declined. Vendors may be approved before this date as applications are received.

**May 31, 2024:** Booth payment is due.

- We are asking all vendors for an item for our raffle baskets. This could be a physical item or a gift certificate to your place of business. Raffle basket items not needed until the day of the event. You will receive a vendor swag bag when you turn in your raffle item.

- Vendors must adhere to the following schedule on the day of the event:

**10:00 am:** Earliest arrival time. Must check in with Color Splash Out staff before setup. Make sure you have given your raffle item to a Color Splash Out team member and they will give you your vendor swag bag. We will have 2 hours to set up.

**12:00 pm:** Booths must be completely set up and ready for event to begin. The event runs from 12:00 pm to 4:00 pm.

**4:00 pm:** Please do not tear down early. We will have 1 hour to tear down and clean up. Please leave your spot as clean as you found it!

**5:00 pm:** Leave venue.

- Vendors are not permitted to open or close early. Vendors who open or close early will not be allowed to return to any subsequent events.

- This is a rain or shine event. Most vendors will be indoors with food trucks and some activities outdoors.

- Anyone found in violation of vendor policies, local, state, or federal law, or the vision and mission of Color Splash Out will be asked to leave immediately and will not be allowed to return to any subsequent events.



- All vendors should participate in a manner that reflects the diversity of our community. This includes appropriateness for all age, ethnic, economic, and racial groups as well as all individuals' personal gender, sexual identity, and expression.
- The sale, distribution, or use of alcohol, tobacco, or cannabis products is prohibited.
- Vendors shall not openly display or sell any items that may be considered offensive, obscene, or of an adult nature. All conversations, displays, marketing collateral, and messaging must be PG-13 rated. PTXDiverse staff is the final adjudicator of appropriateness. Vendors may have adult/18+ items for sale but must be covered/hidden from plain view and labeled with an adult/18+ sign. Vendor may be asked to remove items and/or amend messaging, conduct, etc. by PTXDiverse staff if necessary. Any vendor that fails to comply promptly when approached will be asked to leave immediately.
- Vendors are not required to be members of the LGBT+ community; however, all vendors must be supportive allies.
- At least one person must always remain at each vendor booth. Booths should never be left unattended. Color Splash Out is not responsible for any lost, stolen, or damaged booth items or products.
- All vendors must provide their own equipment such as tables, chairs, and extension cords. Electricity will be available. Booths are approximately 10 feet by 10 feet.
- Music and sound systems at vendor booths are prohibited.
- Applications with incomplete or missing information will not be considered final and may prevent assignment of a vendor location.

**Please reach out to us if you have any questions or concerns!**



**Have you read the policies and procedures? \***

Yes

No



**Do you agree to the policies and procedures listed above? \***

Yes

No

**Your Name (first and last) \***

Your answer

**Business Name \***

Your answer

**Email Address \***

Your answer

**Phone number (we will be texting and emailing info this year) \***

Your answer



**What vendor package would you like? \***

- Basic Vendor Package (\$50) (10x10 booth & name on event listing)
- Bronze Sponsorship (\$100) (Basic features + add promotional item into swag bags)
- Silver Sponsorship (\$250) (Bronze features + 2 social media blasts)
- Gold Sponsorship (\$500) (Silver features + business name on digital display at event)
- Platinum Sponsorship (\$1000) (Gold features + permanent listing on website)

**What will you be selling? \***

Your answer

**If selling/sampling food/drinks, a Food Permit with Collin County is mandatory. \***  
**Do/Will you have a permit?**

- Yes
- No
- Not applicable



**THANK YOU FOR YOUR INTEREST!****Again, here are the important dates to note:**

May 26, 2024: Vendor applications are due.

May 27, 2024: Vendors will be notified whether application has been approved or declined. Vendors may be approved before this date as applications are received.

May 31, 2024: Booth payment is due.

If we receive your vendor application before these deadlines, we may process it and approve you earlier, however, payment will not be required until the payment deadline.

Color Splash Out and its events are not affiliated with or sponsored by Princeton Independent School District.

Submit

Clear form

Never submit passwords through Google Forms.

This content is neither created nor endorsed by Google. [Report Abuse](#) - [Terms of Service](#) - [Privacy Policy](#)

Google Forms







# **EXHIBIT 3**

## **GKD (REGULATION)**

Lessees of District facilities shall follow specified regulations<sup>11</sup>:

1. Lessees may use the facility only for the purposes consistent with law, as provided in District policies and procedures including but not limited to Board Policies GKD (LEGAL), GKD (LOCAL) and GKD (EXHIBIT), and outlined in the Facilities Rental Agreement with the District.
2. Other than use by individuals / groups eligible to use District facilities under Board Policies FNAB (LEGAL), FNAB (LOCAL), GE (LEGAL) and GE (LOCAL), Lessees may not charge for admission to their event. Lessees may not use facilities for purposes which are solely or primarily commercial in nature or purpose. A commercial purpose is one in which the user conducts business – the exchange of goods or services for monetary value – on the premises. With written authorization from the District, Lessees may allow vendors to attend their event for the purpose of fundraising for the Lessee’s organization. Vendors must comply with all of the guidelines outlined for Lessees.
3. The District reserves the right to cancel this Agreement for any reason determined to be in the best interest of the District. The District shall have first priority on facility use and may cancel any agreement on any facility by giving notice 24 hours 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.
4. The District may also cancel an event with less than 24 hours’ notice under such emergency circumstances that would preclude the safe occupancy and use of the leased facility and/or if an unexpected conflict arises with a District activity.
5. Lessees must guarantee school officials that the activity is lawful, that behavior will be orderly. Lessee will abide by all laws and District policies, including but not limited to, those prohibiting the use, sale, distribution, or possession of alcohol, illegal drugs, firearms, tobacco products, e-cigarettes, and/or items deemed to be in violation of Chapters 42 and 43 of the Texas Penal Code, on District property.
6. A damage deposit fee of one hundred dollars (\$100.00) is required at the time the application is submitted. The deposit will be refunded after the facility is inspected and deemed to be returned in its original condition. The District may revoke its permission to use the facility at any time it is determined that a group’s use damages or threatens to damage school property or violates Board policy and/or administrative regulations. Lessee accepts full responsibility for protecting school property and equipment and assumes any and all liability for repairs or replacement

---

<sup>1</sup> The term “Lessee” as used throughout applies to the individual / group renting a facility and any attendees and/or participants that access District property during the Lessee’s rental period.

or for any damage done to buildings, equipment, or other school property used by the Lessee.

7. All reservations must be made through the Auxiliary Services department at (469) 952-5400 Ext. 2072.
8. Reservations for facilities will not be confirmed more than 90 days in advance.
9. Reservations for buildings or facilities must be requested at least 30 days in advance of use. Lessee will furnish evidence of liability insurance coverage for the event and will name the District as an additional insured on the policy as specified by the District. Lessee understands and accepts that the District's insurance provides no coverage for the Lessee or any other user other than the District. The certificate of insurance must be presented to the District at least one week prior to use. Failure to provide insurance on time will result in immediate cancellation.
10. Inaccurate or untruthful statements made in rental applications or contracts or violation(s) of rules and regulations for use of District facilities may result in permanent cancellation of the Lessee's use of District facilities.
11. After the effective date of this regulation, if an entity has rented a facility 12 times at the regular rate in a calendar year, without any late payments, and demonstrated adequate care of the facilities; they shall receive a 10% discount to the applicable rate. Entities receiving a 25% discount as of the effective date of this regulation may continue eligibility for the discount at the 25% rate if they continue to meet eligibility requirements. Eligible entities must continue meeting eligibility requirements to receive the discount.
12. Facility use must be under the direct supervision of the person making the reservation.
13. Lessees must agree to assume all liability and hold harmless and indemnify the District, its Board members, employees, and agents from any and all liability arising out of the Lessee's use of District facilities.
14. Rental of elementary classrooms will be permitted only with approval of the principal and the affected classroom teacher. Any requests for secondary classroom use will be evaluated based on availability and appropriateness.
15. Lessees may reserve and use PISD facilities from 6:00 pm – 10:00 pm on school days or from 7:00 am – 10:00 pm on non-school days providing a school group has not reserved the facility. Facilities are not available for use during school holidays, testing weeks, or the month of August (exception if long term leases). School facilities may not be rented for use past 10:00 pm. Reservation times must be inclusive of set-up and clean-up. Facilities are available at the time reserved, there is no early entry, and the room must be vacated by the end of the scheduled time.

16. The District and/or Lessee will not alter facilities for the purpose of rental. Nails, tape, thumbtacks, or other fasteners may not be used to attach anything to the structure or to the furnishings. Candles are not permitted.
17. Lessees are responsible for providing all consumable products. The district will not store, nor will be held responsible for, any property and/or equipment of the Lessee, attendees, or other third parties in the facilities.
18. The District employee assigned to open and close the building will be in charge of the building and will remain on duty for the entire period of activity to ensure compliance with District policy. Additional charges for this person will be billed to the Lessee.
19. Any and all communications with the public by the Lessee, as defined in GKD (LOCAL), shall clearly state the event is not sponsored by the District as well as identify the nature of the activity and the sponsoring organization.
20. Lessee will provide the required number of TCOLE licensed / certified security according to the schedule outlined in the Facilities Use Agreement. Additional charges for this person will be billed to the Lessee.
21. Extra charges will be assessed for equipment use other than tables and chairs (for example, piano and public address system). The District does not assist in technical support, room set up or take down, or other materials needed including, but not limited to projectors, screens, sound equipment, extension cords, easels or sign holders.
22. Any equipment malfunction at the school will not result in a refund to the Lessee.
23. An employee of the food and nutritional services department of the District must be present if the kitchen is used at any facility. City of Princeton sanitation guidelines require the presence of a certified sanitation person when food is prepared/served in District facilities. Additional charges for this person will be billed to the Lessee.
24. A rental agreement must be signed by the primary user and total payment for all charges/deposits must be received at least seven (7) days prior to the date of facility use. Rental agreements are nontransferable.
25. It shall be unlawful for any person to operate or drive a motor vehicle in and upon all property within the District, except on paved roadways and parking areas specifically designed for motor vehicle traffic.
26. Lessees are responsible for restoring all facilities to the condition observable prior to this use in accordance with applicable procedures for each facility.

27. Lessees must sign an affidavit prior to rental verifying the Lessees' compliance with District policies regarding criminal background checks for Lessee and/or Lessees' employees and volunteers, as required under Board Policies Board Policies CJA (LEGAL), CJA (LOCAL), GKC (LEGAL) and GKC (LOCAL). Specifically, as a contracting or subcontracting entity, Lessees may not permit a person, as described in policy, to provide services at a school if the employee has been convicted of a felony or misdemeanor offense that would prevent a person from being employed under Education Code 22.085(a).
28. Lessees will not be permitted to post signs on District property.
29. Lessees will not use the facility for political advertising, campaign communications, or electioneering, as those terms are used in state law.
30. Gymnasium use shall be subject to the following guidelines:
  - a. Use must be scheduled by an authorized representative of the organization. Coaches for individual teams are not allowed to reserve District facilities.
  - b. School events have priority at all times and may cause rescheduling of practices and games. Every effort will be made to provide advance notice of any conflicts.
  - c. The scheduling organization is the responsible party. Scheduled times for usage should be respected and maintained. Concerns, complaints, and the like, regarding times and sites of practices/games should be handled by that organization, not the school District or the school principal.
  - d. All individuals participating in the Lessee's event should have adult supervision at all times while on District property.
  - e. No food or drinks are allowed in the gymnasium building.
  - f. School custodians and other school staff shall be treated with respect and courtesy at all times.
  - g. School telephones are to be used for emergencies only and may be out of use for repair. Calling for parental pickups is not an emergency.
  - h. All bulletin boards, wall posters, permanent fixtures, furniture, or equipment shall be left undisturbed.
  - i. Failure to comply with gymnasium use rules may result in suspension of gymnasium use privileges.
31. To support the District's legitimate governmental interest in maintaining order, legal compliance, and limiting substantial disruption to District facilities, Lessees are expected to comply with all District policies and procedures regarding conduct while on school property, as outlined in applicable policies, laws and regulations. Further, Lessees are expected to enforce all District policies and procedures regarding conduct while on school property for all event attendees and participants. Reservations may be canceled, revoked and/or denied in the future if the District determines Lessees and/or their attendees are not in compliance. All limitations outlined herein will be applied in a viewpoint neutral, non-discriminatory manner. Conduct expectations include, but are not limited to:

- a. Lessees may not cause a substantial disturbance to the facility and/or District operations.
- b. Lessees may not utilize or distribute alcoholic beverages on District property as part of any event.
- c. Engaging in conduct prohibited under applicable laws and policy, including but not limited to, conduct prohibited under Texas Penal Code Chapters 42 and 43.
- d. Animals and pets, other than service animals or part of a District-approved event, are prohibited.
- e. Lessees, their invitees, and/or vendors (as specified herein), may not engage in the following activities and/or distribute materials in violation of the following restrictions, while in / on District facilities:
  - i. **Disruption:** There is reasonable cause to believe that the activities and/or distribution of the nonschool materials would result in material and substantial interference with school activities or the rights of others.
  - ii. **Harm to rights of others:** The activities and/or distribution of the materials would violate the intellectual property rights, privacy rights, or other rights of another person.
  - iii. **Hate speech:** The activities and/or materials are hate literature, speech or similar publications that scurrilously attack ethnic, religious, or racial groups or contain content aimed at creating hostility and violence, and the activities and/or materials would materially and substantially interfere with school activities or the rights of others.
  - iv. **Inciting lawless action:** The activities and/or materials advocate imminent lawless or disruptive action and are likely to incite or produce such action.
  - v. **Obscenity:** The activities and/or materials are “obscene” as defined in Texas Penal Code Chapter 43.
  - vi. **Promotion of illegal drugs:** The activities and/or materials promote illegal use of drugs, alcohol, or other controlled substances.
  - vii. **Threats to health or safety:** The activities and/or materials endorse actions directly endangering the health or safety of students.
  - viii. **Vulgarity:** The activities and/or materials are obscene, vulgar, or otherwise inappropriate for the age and maturity of the audience.
  - ix. **Sexually oriented performance or sexual conduct, as defined in Section 43.28 of the Texas Penal Code, in the presence of a minor or in a time, place and manner that would be reasonable expected to be viewed by a child:**
    - a) Sexual Conduct includes:
      1. the exhibition or representation, actual or simulated, of sexual acts, including vagina sex, anal sex, and masturbation;
      2. The exhibition or representation, actual or simulated, of male or female genitals in a lewd state, including a state of sexual stimulation or arousal;
      3. The exhibition of a device designed and marketed as useful primarily for the sexual stimulation of male or female genitals;
      4. Actual contact or simulated contact occurring between one person and the buttocks, breast, or any part of the genitals of another person; or

5. The exhibition of sexual gesticulations using accessories or prosthetics that exaggerate male or female sexual characteristics.
- b) Sexually Oriented Performance means a visual performance that:
  1. Features a performer who is nude; or any other performer who engages in sexual conduct; and
  2. Any appeals to the prurient interest in sex.

Failure to comply with any of the provisions or if the District has a reasonable belief that the activity or event may violate the provisions outlined herein may result in the cancelation of a rental, revocation of a rental, or denial of future rentals.



**Princeton ISD - Facility Rental Fee Schedule\***

**All rentals require payment of \$25 / hour for a District appointed representative to be present during the entire term of facility rental.**

**Min Hours    Rate/Hour    Deposit    Additional Requirements**

**High School / District Facilities**

Auditorium	3	\$200	\$200	Lighting Crew
High School Cafeteria	2	\$150	\$100	Cafeteria worker for kitchen use
High School Gym (Auxiliary)	2	\$150	\$100	

**Jr. High Facilities**

Cafeteria	2	\$100	\$75	Cafeteria worker for kitchen use
Gym (Main)	2	\$150	\$100	
Gym (Auxiliary)	2	\$100	\$100	

**Elementary Facilities**

Cafeterias	2	\$100	\$75	Cafeteria worker for kitchen use
Gyms	2	\$75	\$50	
Gyms (Godwin, Huddleston)	2	\$100	\$100	

**Athletic Fields and Outdoor Facilities (Athletic Department will determine availability)**

Softball or Baseball without lights	2	\$75	\$50	
Softball or Baseball with lights	2	\$150	\$50	
Sub-Varsity Stadium without lights	2	\$75	\$50	
Sub-Varsity Stadium with lights	2	\$150	\$50	
PISD Stadium without lights	2	\$400	\$250	
PISD Stadium with lights	2	\$600	\$250	-

**Additional Charges when required:**

Custodians	\$25 per hour per person
Cafeteria Worker	\$25 per hour per person
Lighting Crew	\$25 per hour per person
Sound Crew	\$25 per hour per person

**All prices double for out of district use.**

\*All Lessees must pay any additional fees for personnel costs including security, food and nutritional services, custodial and/or other costs outlined by District policies and regulations. Rental fees and/or other requirements under the regulation may be waived in the best interests of the District for school-sponsored events, campus- or District-designated school-support events, events sponsored by non-curriculum-related student groups as approved under Board Policy FNAB, or events sponsored by governmental entities duly formed under the laws of the state of Texas or the United States.

Does not apply to Lighted Fields and Auditorium

**Playoff Games**

Football	N/A	\$3,000	Includes Game Administrator, Security, Gate, Clock, Announcer, and Video Board
Basketball / Volleyball	N/A	\$1,500	Includes Game Administrator, Security, Gate, Clock, Announcer, and Video Board
Soccer	N/A	\$1,500	Includes Game Administrator, Security, Gate, Clock, Announcer, and Video Board
Baseball / Softball	N/A	\$1,000	Includes Game Administrator, Security, Gate, Clock, and Announcer

**Required Security**

Groups of 1-100	1 TCOLE licensed / certified security
Groups of 101-500	2 TCOLE licensed / certified security
Groups of 501 and above	2 TCOLE licensed / certified security for every 500 attendees