

8:20-E1 - Community Relations

Rental Application

Renting Organization _____ Date Submitted _____

Address _____

Contact _____ Phone _____

Purpose _____

Dates/Times Requested _____

Facility Requested _____ Estimated Cost _____

Total Equipment Requested _____ Estimated Cost _____

Total Labor Needs _____ Estimated Cost _____

Disclaimer Clause

- Organizations or individuals using school facilities shall be liable for any and all claims, demands and causes of action which may at anytime be made or instituted against the District, members of its Board of Education in their official and individual capacities, officers, administrators, agents, and employees, arising out of or in connection with their occupancy of any part of the facilities, and to this end, the organizations and individuals waive any such claims they may have against the District, members of its Board of Education in their official and individual capacities, officers, administrators, agents, and employees and indemnify the District against any such claims by third parties. The organization or individual shall be fully responsible for and shall indemnify the District against damage to school property occasioned by or occurring during the organization or individual's use of the property.
- In the event the facility to be used under this Agreement is rendered unavailable for any reason, due to termination of this Agreement by the District or otherwise, the limit of the District's liability to the Organization will be a return of any use fees paid in advance. The District will in no way be liable for any damages or losses suffered by the Organization or other individuals or entities arising out of the use of or inability to use District facilities.
- Inside facilities will be available Monday through Saturday from 7 a.m. to 10 p.m., and on Sundays from 8 a.m. to 9:30 p.m.
- Outside facilities will be available Monday through Sunday from 8:00 a.m to 9:00 p.m.

Approval:

_____	_____	_____
Rental Organization Representative	School Administrator	Date
_____	_____	_____
Title	Building Principal	Date
_____	Insurance Certificate Received	_____
Rental Organization Name		Date
_____	Deposit Received (Non-refundable)	_____
Date		Date

FACILITY USE AGREEMENT

This Agreement is entered into this _____ day of _____, 20____, by and between **CONSOLIDATED HIGH SCHOOL DISTRICT 230** Cook County, State of Illinois; and

_____(Organization) witnesseth
(Name and address of Organization and its contact person)

as follows:

RECITALS

WHEREAS, the District is the owner of property it utilizes as a school building site which includes an auditorium, classrooms, parking lot and [_____]; and

WHEREAS, the Organization is in need of physical space to conduct its event; and

WHEREAS, the Organization and District are desirous of exercising certain rights and privileges, each to the benefit of the other:

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the District and the Organization agree as follows:

I. Integration of Recitals

The foregoing Recitals constitute an integral part of this Agreement, and this Agreement shall be interpreted in light of those Recitals.

II. Purpose of Use

This Agreement shall be for the sole purpose of allowing the Organization to use the _____ of the District's _____ building, [insert areas] [insert name] and the parking lot adjacent thereto during this time period set forth in Section V below for the organization's purpose of _____.

III. Use Fees

The Organization agrees to pay the District the actual labor costs incurred by the School District for the event within 7 days of receipt of invoice.

IV. Signage and Alterations

The Organization shall not place any signage in, on, or around the District property without the express consent of the District Superintendent. If such permission is granted, the Organization will remove all signage and any other personal property brought into the building prior to vacating the premises after the event. The Organization shall not alter, remodel, or improve the facility.

V. Organization's Rights and Responsibilities

A) The Organization has the right to enter onto and enjoy the use of the District's property as set forth in Section II above on the date(s) of _____, 20__ during the hours of _____ until _____.

B) The Organizational Representative signing this Agreement:

- 1) represents that (s)he is authorized to act on this request for the organization named above;
- 2) understands the granting of this request does not constitute recognition of such organization as a school related group;
- 3) understands that the use of the building space or other facilities by the organization is not covered by school insurance; and
- 4) agrees that such organization will not represent itself or any of its activities as school related functions.

C) The Organization will not make any duplicate keys of the building, if applicable.

D) The Organization will only use those sections of the building/facility which are agreed to herein. The Organization will not allow the consumption of food, beverages, or alcohol in any of the areas within the building, and will prohibit smoking on the school property. The Organization will comply with all requirements and restrictions set forth in Board Policy 8:20 and its implementing administrative regulations, a copy of which shall be provided to you.

E) The Organization will abide by the applicable Fire Code regarding the maximum capacity of each licensed area and is responsible for monitoring the number of individuals in attendance during the time of its use.

F) The Organization will utilize the parking spaces provided in the District's parking lot and shall not allow parking other than in the designated areas.

VI. **District's Rights and Responsibilities**

A) The District retains, reserves, and shall continue to enjoy the use of its building and parking lot during all times of this Agreement.

B) The District has the right to enter onto and enjoy the use of the building for repairs, construction, or general maintenance during the times the Organization is in use of the building, as the need arises.

C) The District will determine the costs for custodial/maintenance services and utilities that will be charged to the Organization.

D) If the District determines that the condition of any field will not allow use by its teams, then previously-approved permission for outside groups to use said field will be revoked/rescinded.

E) In the event the facility to be used under this Agreement is rendered unavailable for any reason, due to termination of this Agreement by the District or otherwise, the limit of the District's liability to the Organization will be a return of any use fees paid in advance. The District will in no way be liable for any damages or losses suffered by the Organization or other individuals or entities arising out of the use of or inability to use District facilities.

VII. **Cleaning, Damage, and Repairs**

The Organization will restore property to its original condition after each use. If, in the District's sole discretion, it determines that the property is not in its original condition, the District will take the necessary action to restore the property. The District will charge the Organization the cost of such cleaning and repairs at the rate of \$_____ per hour plus the cost of materials.

VIII. **Termination**

IX. The District has the right to terminate this Agreement at any time. **Indemnification**

The Organization agrees to defend, indemnify, and hold harmless the District, members of its Board of Education in their official and individual capacities, officers, administrators, agents, and employees from and against all claims, demands, lawsuits, injuries, and liabilities, including attorneys' fees (whether raised by the Organization or a third party), incurred in connection with, caused, resulting from, arising out of, or in any way connected with any and all acts, omissions, or negligence of the Organization in the provision of access to the District property.

X. **Insurance**

The Organization shall maintain in effect throughout this Agreement's term general, occurrence basis liability insurance concerning the use of the building and parking lot in an amount no less than One Million Dollars (\$1,000,000) for personal injury, death, bodily injury, and \$1,000,000 property damage. **The Organization shall list District 230, 15100 S 94th Avenue, Orland Park, IL 60462 as an additional insured on the policy and issue to the District a certificate of insurance as proof thereof.**

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the respective parties, as of the date first written above.

Consolidated High School District 230

Organization Representative

Name

Name

Title

Title

REVISED: December 2004; July 2009; September 2010; November 2014