

FACILITIES RENTAL AGREEMENT

Community Unit School District #205

932 Harrison Street, P.O. Box 1206, Galesburg, Illinois 61402-1206

Rental Contact: Jennifer Hamm, Assistant Superintendent for Finance and Operations
(309) 973-2107 (309) 343-7757 (fax) jhamm@galesburg205.org

RENTAL INFORMATION

POLICY (summary) Facilities of CUSD #205 may be rented by proper execution of this Facilities Rental Agreement. District approval of rental requests will depend upon availability of the requested facilities and whether their proposed use could interfere with District operations or instructional programming. Facilities are not available for family gatherings or other similar private functions.

PROCEDURE

RENTER: Fill out this form and add attachments as instructed. Submit **all documents in person** to the Rental Contact person listed above at the address listed above, **at least two weeks before rental.**

DISTRICT: Process form through approval levels and notify the renter in writing of rental approval or disapproval.

RENTER: **Unless you receive approval confirmation, you are NOT permitted to enter or use District facilities.**

CATEGORIES The Board of Education of CUSD #205 has authorized rental of District facilities to six categories of Renter:

1. District employees or student groups using facilities outside normal instruction hours for co-curricular activities.
2. District employees or student groups using facilities outside normal instruction hours for extra-curricular activities.
3. District employees functioning (a) outside the scope of their District employment but (b) within the area of expertise for which the District employs them, and (c) benefiting District students or other District employees in the process.
4. Outside entities that have a signed Mutual Use Agreement in effect with the District.
5. Outside entities that possess a current, valid tax exemption identification number issued by the Illinois Department of Revenue or are on a pre-approved list. The entities pre-approved at this time are: Galesburg Sunrise Rotary Club, Galesburg Noon Rotary Club, Galesburg Kiwanis Club, Galesburg Lions Club, Galesburg Elks Club.
6. All other outside entities (including all for-profit companies).

SUBMISSIONS & FEES The Board of Education of CUSD #205 requires the following submissions and charges the following fees for rental of facilities:

	RENTAL CATEGORY					
	1	2	3	4	5	6
Agreement (<i>this form</i>)		SUBMIT	SUBMIT	SUBMIT	SUBMIT	SUBMIT
Security Deposit						ATTACH
Tax Exemption Letter					ATTACH	
Insurance Certificate			ATTACH	ATTACH	ATTACH	ATTACH
Rental Fee				Per Contract		@ Fee Table
Supervision Fee				Per Contract	\$30 / Hour	\$30 / Hour
Custodial Fee, Overtime (Indoors only)		\$30 / Hour	\$30 / Hour	Per Contract	\$30 / Hour	\$30 / Hour
Custodial Fee, Normal Hrs (Indoors only)						\$30 / Hour

SECURITY DEPOSIT **Category 6** Renters must attach a security deposit check in the amount of **\$100**.

TAX EXEMPTION LETTER **Category 5** Renters claiming tax exempt status must attach a copy of the letter issued by the **Illinois Department of Revenue** which confirms that status. The letter must be issued to the Renter in the Renter's name and the status must be current.

INSURANCE CERTIFICATE **Categories 3 - 6** Renters must attach a Certificate of Insurance naming Community Unit School District #205 **and its Board of Education** as additional insured, noting that the District's own insurance coverage will be considered secondary for all claims incurred during the rental period. This Certificate of Insurance must be in amounts **no less than** :

General Aggregate: \$2,000,000 Combined Single Limit: \$1,000,000 per occurrence

FEE TYPES The Board of Education of CUSD #205 has established three types of fees for rental of District facilities: (1) **Rental Fees**, (2) **Supervision Fees**, and (3) **Custodial Fees**. These fees will be charged to Rental Categories per the table above. **Rental Fees** are charges for use of the facilities themselves. **Supervision Fees** are labor costs to hire a District employee to oversee the Renter's use of District equipment, such as the sound system in an auditorium or the computers in a lab. This fee applies whether or not the Renter actually uses such equipment. **Custodial Fees** are labor costs to hire a custodian to grant the Renter access to the facility, remain on duty during the rental event, and clean up after it.

RENTAL FEES (table) The Board of Education has approved the following schedule of **Rental Fees** per hour of rental:

Facility			Facility		
	Supervised	Rent / Hour		Supervised	Rent / Hour
GHS Auditorium	Supervised	\$75	Middle School Kitchen	Supervised	\$50
GHS Gym	Supervised	\$100	Mid. Sch. Learning Center	Supervised	\$25
GHS Cafeteria		\$50	Elem. Multipurpose Room		\$25
GHS Kitchen	Supervised	\$50	Elementary Kitchen	Supervised	\$50
GHS Learning Center	Supervised	\$50	Elem. Learning Center	Supervised	\$25
GHS Wicall Pool	Not Rented	Not Rented	Any Computer/Science Lab	Supervised	\$25
Middle School Auditorium	Supervised	\$50	Any Other Classroom		\$25
Middle School Gym	Supervised	\$50	Any Outdoor Facility		\$50
Middle School Cafeteria		\$25			

Note : Typically, gyms are in high use by the District, and are not available for rental by outside entities.

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- SUPERVISION FEES** Renters of facilities marked as "Supervised" in the table above will be charged a **Supervision Fee** of \$30 per rental hour.
- CUSTODIAL FEES** A **Custodial Fee** will be charged at the rate of \$30 per hour **from one hour before the rental period begins until one hour after the rental period ends**. The two extra hours allow for pre-rental building preparation and post-rental cleaning. For **Categories 2 - 5** Renters, this fee will be charged only to the extent the time so defined is outside the normal custodian working hours at that facility. For **Category 6** Renters, the fee will be charged for the entire time so defined. If the rental requires any further custodian set-up or tear-down time, that time will be charged to the Renter at \$30 per hour as well.
- OTHER CHARGES** If extra waste disposal charges are incurred by the District as a result of the rental, they will also be charged to the Renter.
- RENTER DUTIES** Renter is solely responsible for arranging and paying for any police, fire, ambulance, or AED services needed at its event. **District policy requires presence of an AED (automated external defibrillator) unit and trained operator at any athletic type event held on District property, including indoor gyms and outdoor fields or playgrounds.**
- TERMS & CONDITIONS** Renters are required to accept the District's rental terms and conditions, hereinafter listed.

TERMS & CONDITIONS

1. Renters of District facilities shall fall into one of six categories as denoted above.
2. District facilities are only rented to Renters in these categories, and are not rented to other private individuals. District facilities cannot be rented for family social events or other similar private functions.
3. Requests for facility rental must be filed with the Rental Contact and cleared with the building principal or head administrator. The Athletic Director must clear requests for use of any indoor or outdoor athletic facilities.
4. Any Renter applying for use of District facilities shall complete the necessary forms required by the District which must be signed by an individual who has the authority to legally bind the Renter.
5. All applications for the use of District facilities will be acted upon in order of their filing.
6. A \$100.00 security deposit must be attached to the Facilities Rental Agreement from Category 6 Renters, and at the discretion of the District, a security deposit may be required from any other Renters as well.
7. A Certificate of Insurance with CUSD #205 and its Board named as additional insured with a minimum of \$1,000,000 per occurrence, \$2,000,000 aggregate must be attached to the Facilities Rental Agreement from Renters in Rental Categories 3-6.
8. The Principal and/or Superintendent or his/her designee reserves the right to determine the suitability of requested facilities for the type of activity planned.
9. Payment for any needed adjustments and/or enhancements to the facility to be rented is the responsibility of the Renter and must receive prior approval from the Director of Buildings and Grounds and District Office Administration. Approved qualified licensed personnel must be used for any adjustments/enhancements, with the facility returned at the end of the rental period to the condition in which it was found at the beginning. The scope of adjustments/enhancements requested may be a reason for rental denial.
10. Proper supervision shall be provided at the expense of the Renter. If necessary, police and fire supervision may be required. An individual trained in the proper use of automated external defibrillators (AED's) may also be required to be present, along with a functioning AED. The Superintendent or his/her designee, shall determine the number of supervisory, security and/or AED-trained personnel that are required by District policy to be present at the Renter's event. It is the responsibility of the Renter to arrange and pay for these personnel.
11. Renters and their participants and attendees will be restricted to the area rented and access corridors in the immediate vicinity. Restroom facilities in or adjacent to the space rented will be available for use. Rental DOES NOT INCLUDE use of the District and/or school name for advertising purposes nor the use of District billboards and/or signage for advertisement.
12. No Renter shall sublet, bring in another party, or reassign the facility rented without District approval. Unauthorized use of District property is prohibited and rental will be terminated.
13. The following is prohibited upon school property owned, leased or contracted for and utilized in any manner by the Board of Education: 1) Use of tobacco in any form including, but not limited to cigars, cigarettes, pipes and chewing tobacco. 2) Use, possession, or distribution of alcoholic beverages, dangerous drugs or chemicals. No person under the influence of alcohol, dangerous drugs or chemicals will be permitted in the building. These prohibitions apply equally to Renters and participants and attendees at their events.
14. Any decorations must have prior approval of an administrator and be erected in a manner that will not be destructive to school property. The renter must remove decorations prior to the beginning of the next school day.
15. Auditoriums, gymnasiums, kitchens, labs and other rooms per schedule may be used by the general public only under the direct supervision of District personnel. The cost of employing District personnel for such supervision, including overtime, shall be added to the rental cost at the flat rate of \$30 per hour and be paid to the District by the Renter.
16. Payments directly to staff or students by the Renter are strictly forbidden.
17. Typically high use facilities are not available for rental (i.e. Gyms at GHS, Lombard and Churchill).
18. Any violation of this Agreement, non-payment of rental fees, or refusal to pay damage costs will result in the responsible persons or organizations being made ineligible for further rental of District facilities.
19. At the end of the rental period, it is the responsibility of the Renter to leave facilities in the same condition of sanitation, cleanliness and upkeep as they were in at the start of said period. The District reserves the right to employ its own custodians and/or groundskeepers to ensure this condition is met, and to charge the Renter for the cost of their employment, including overtime.
20. If the rental period is outside the normal hours of operation of the facility rented, during which a custodian would be on duty to oversee the security of the facility and allow ingress and egress to approved individuals, then the Renter shall be responsible for the District's cost to employ a custodian, including overtime, to perform such duties.

RENTAL CONTRACT

IT IS HEREBY AGREED between Community Unit School District #205 ("Owner") and _____
 _____ ("Renter") that Renter has permission to inhabit and use Owner's facilities and equipment described as _____
 _____ on the date(s) _____

during the hours _____, and that the estimated charges to be paid by Renter for this privilege are as follows, based on

qualifying for Rental Category # _____:	Rental Fee: _____	hours @	\$ _____	per hour =	\$ _____
	Supervision Fee: _____	hours @	\$ _____	per hour =	\$ _____
	Custodial Fee: _____	hours @	\$ _____	per hour =	\$ _____

Renter agrees to pay the fees and charges incurred on the basis of the Rental Information preceding, regardless of the estimated amounts shown above, and agrees to do so within 30 days of billing by Owner. Such billing shall include credit for any security deposit paid by Renter. Renter acknowledges that failure to pay on time all fees and charges due shall be grounds for rejection of future rental requests. Renter acknowledges that the Terms & Conditions preceding form part of this Contract, and agrees to them. Renter assumes responsibility for any damage to Owner's facilities and equipment that occurs during the rental period, whether caused by Renter or its patrons, and agrees to leave the Owner's facilities and equipment in as good condition at the end of the rental period as they were in at the beginning, ordinary wear and tear excepted. Renter agrees to hold harmless CUSD #205 and its Board against all claims, demands or actions that may arise as a result of the rental or activities that take place during it. Renter's signatory below swears authority to bind Renter to this Contract. This contract shall be in effect upon signature below by both Renter or Renter's agent and Owner's Assistant Superintendent for Finance and Operations.

Agent's Signature _____	Date: _____	Principal _____	Date: _____
Agent's Printed Name _____		Athletic Director (if applicable) _____	Date: _____
Agent's Title or Authority _____		Director of Buildings & Grounds _____	Date: _____
Renter's Mailing Address _____		Insurance Administrator _____	Date: _____
Renter's Phone & Fax _____		Asst. Supt. for Finance and Operations _____	Date: _____