

CENTER CASS SCHOOL DISTRICT #66
699 PLAINFIELD ROAD
DOWNERS GROVE, ILLINOIS 60516
P: (630) 783-5155
E-mail: buildinguse@ccsd66.org

**TERMS OF AGREEMENT FOR
APPLICATION FOR USE OF SCHOOL FACILITIES & GROUNDS**

By applying for the use of District facilities, your organization agrees to abide by all of the District's Rules and Regulations concerning use of the Building as outlined by the Board of Education.

*The person in charge must be an adult (over 21). Please attach your insurance certificate to this application and agree to Terms and Conditions electronically.

All cancellations must be made forty-eight (48) hours in advance through the administrative office at Prairieview School, 699 Plainfield Rd., Downers Grove, (630) 783-5155. Cancellation request on less than forty-eight hours notice will not be honored and the use charge will be forfeited.

CONTRACT

The Board of Education agrees to permit your organization to use the above named space at the specified terms. School District #66 events have priority over other uses of the Building; any schedule conflicts will be resolved in favor of the District.

The Sponsor guarantees the payment of the fee and assumes legal responsibility for the adherence to all the Rules and Regulations set forth below. **A Certificate of Insurance must be provided to the District Office at the time that this Application is submitted.**

DISTRICT RULES AND REGULATIONS

- A. Gym rentals are not available until 6:30 p.m. and all meetings, social events, or functions will be concluded by 9:30 p.m.
- B. All meetings or activities are confined to the area which has been assigned. The Building (and grounds, if applicable) must be left in a clean and orderly condition.
- C. No facilities or equipment may be used for which arrangements have not been made. Equipment must be requested at time of application. Audio/visual aids are not available for rental.
- D. School District functions, parent-teacher functions or school organization functions take precedence over any other use of the Building. The applicant organization's right to use the Building or ground may be pre-empted in the event of conflicts with school schedules, or district functions or activities. In such case, a full or partial refund of the applicable use charge paid by the organization will be made.
- E. All groups using the Building or Grounds shall complete this Application indicating the dates they wish to use the Building or Grounds, the room to be used, and equipment, if any, to be used. A group may only use the specific room(s) requested on the days indicated. The Application will be turned in to the Superintendent's Office, and all requests for changes must be made accordingly.
- F. The room(s) and/or areas must be left clean after use. Only equipment that has been preapproved for use in writing may be used by external groups. Any equipment that is used should be returned to its proper place. The cost of repairing or replacing any damaged equipment will be the responsibility of the group using it. The setting up and taking down of chairs will be done by the custodian with the assistance of members of the various groups.
- G. No individuals from the groups will be permitted to have keys to the buildings. The custodian will be responsible for opening and locking the doors.
- H. Smoking is prohibited in school buildings and on school grounds.
- I. No gambling is allowed. No alcoholic beverages are to be served or consumed on the premises. Serving of food is permitted only if use of the kitchen has specifically been approved in advance and the required permits have been obtained.
- J. School buildings and grounds are not open to activity groups during vacation periods except by special arrangements.

- K. For all athletic activities in a building's gymnasium, gym shoes must be worn. **No hard balls or bats are allowed in the gym.**
- L. The stage and locker rooms are not a part of the usage area.
- M. For all functions involving minors, sufficient competent adult supervision must be provided by the organization using the building. Children attending meetings and other events in the school building shall be directly supervised by an adult and kept under control at all times.
- N. All visitors are only allowed to be in preapproved areas of the building.
- O. Upon proper evidence that the school facilities have been damaged or abused by the applicant or group, the approval of further use of facilities will be withdrawn pending appropriate restitution. In all cases, the applicant organization will be responsible for any damage to school property.
- P. Applicant Organization (includes Individual Applicant as the case may be) agrees to provide written evidence of and to maintain the following types of coverage and minimum limits of liability:
- A. Workers Compensation and Occupational Disease Insurance (if applicable) in accordance with applicable state and federal laws, and Employer Liability Insurance with minimum statutory limits of \$100,000/\$500,000/\$100,000.
- B. Commercial General Liability Insurance on an occurrence basis with a combined Bodily Injury and Property Damage limit of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate. The General Liability policy shall include the following coverage and endorsements: Broad Form Property Damage, Premises Operations, Contractual Liability, Independent Contractor, Completed Operations and Products Liability. This policy shall include an endorsement naming **Center Cass School District 66, its board members, officers, directors, employees, successors and/or assigns** as Additional Insured. Coverage for the Additional Insured shall be Primary.
- C. All Risk Property Insurance in an amount sufficient to cover all property (whether belonging to Applicant Organization or a third party owner) which is brought onto School District premises in connection with this Contract, which property shall be insured for its full value on a replacement cost basis. The policy shall include a Waiver of Subrogation in favor of **Center Cass School District 66, its board members, officers, directors, employees, successors and/or assigns**. Notwithstanding the foregoing, Applicant Organization agrees it shall be liable, and hereby assumes any and all responsibility and liability for all

loss and/or damage that may occur while any such property is upon School District premises.

Such insurance shall provide contractual coverage of the indemnification set forth below. Any insurance requirements indicated above may only be waived at the sole discretion of the Superintendent.

- Q. Applicant Organization, and any insurer(s), waive all rights against **Center Cass School District 66, its board members, officers, directors, employees, successors and/or assigns** for damages caused by fire or other causes of loss, to the extent covered by property insurance except as to such rights it may have to the proceeds of such insurance.
- R. To the fullest extent permitted by law, applicant organization (includes individual applicant as the case may be), for itself and for and on behalf of its officers, members, constituents, participants and all other persons whose right to use derives through the applicant organization, shall indemnify, defend and hold harmless **Center Cass School District 66, its board members, officers, directors, employees, successors and assigns** (the “indemnitees”), from and against all claims, damages, losses, limited to attorney’s fees, costs and expenses) that may be asserted against or incurred by any of them to:
- A. Any real or personal property damage incurred by any of the indemnitees or by any third parties arising out of or resulting any manner from applicant organization’s use of the school building or other district facility(ies);
- B. Any personal injury (including but not limited to bodily injury), sickness, disease or death, or injury or destruction of tangible personal property (including loss of use thereof) arising out of or resulting in any manner from applicant organization’s use of the school building or other district facility(ies) – this shall include but shall not be limited to any personal injury sustained by individual(s) wandering off from the designated rental premises:
- C. Any personal injury (including but not limited to bodily injury), sickness, disease or death, or to injury or destruction of tangible personal property (including loss of use thereof) arising out of or resulting in any manner from any negligent act or omission of applicant organization, anyone directly or indirectly employed by it, or anyone for whose acts any of them may be liable; and/or
- D. Any failure of applicant organization to perform or satisfy any of its obligations under this contract.

Applicant organization’s indemnification obligations shall apply regardless of whether or not any such claim, damage, loss, cost, expense, judgment or liability

it is caused in part by any indemnitee hereunder.

If applicant organization suffers any claims, damages or losses caused by any person or entity engaged by, through or for the benefit of the indemnitees or any other person or entity, applicant organization shall not hold or seek to hold the indemnitees responsible therefore, but rather, applicant organization shall proceed solely against such person or entity causing such claim, damage or loss.

The defense and indemnification obligations set forth in this provision shall survive the termination or expiration of this contract, and applicant organization hereby expressly permits the indemnitees to pursue and assert claims against the applicant organization for indemnity, contribution and common law negligence arising out of claims for damages for death and personal injury.

- S. Applicant organization, or individual organization as the case may be, requesting use of the school building or other district facilities/grounds, by signing this application, does for itself and for and on behalf of its officers, members, constituents, participants and all other persons whose right to use derives through the applicant organization, releases, discharges and forever waives any and all claims, losses, demands, liabilities or other causes of action it may have, now or hereafter, against Center Cass School District 66, its board members, officers, directors, employees, successors and/or assigns, arising out of or resulting in any manner from applicant organization's use of the school building or other district facility(ies).

Center Cass District 66 is subject to the requirements of the Americans with Disabilities Act of 1990, as well as Section 504 of the Rehabilitation Act of 1973. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to attend and/or participate, or who have questions, are requested to promptly contact the School District's ADA/Section 504 Coordinator at (630) 783-5000.

I have been notified that an automatic external defibrillator is available for emergency use in, or near, the gym in each building. I will inform my organization that only trained individuals should operate this equipment.

Public Act 093-0910

Applicant will indicate understanding and acceptance of this entire agreement by electronically checking off during the online registration process.

**CENTER CASS SCHOOL DISTRICT #66
699 PLAINFIELD RD.
DOWNERS GROVE, ILLINOIS 60516
(630)783-5155**

RELEASE AND WAIVER OF CLAIMS

APPLICANT (ORGANIZATION)

The applicant organization, or individual applicant, recognizes and agrees that its/their use of property or facilities belonging to Center Cass School District #66 is done at its, or their, own risk. Accordingly, the applicant organization, or individual applicant, requesting use of the School Building or other District facilities and/or grounds, by agreeing to this Release and Waiver of Claims, does for itself, themselves, and for its officers, members, constituents, and participants, release(s), discharge(s) and waive(s) any and all claims, losses, demands, liability or other cause of action whatsoever against Center Cass School District #66, and its Board, employees, officers, agents, successors and assigns, which directly or indirectly arise out of or result from the use by the applicant organization, or individual applicant, as the case may be, of the School Building or other facility.

Building & Grounds Use
Categories, Fee Structure, Insurance

The following categories have been established to describe the groups that qualify to use district facilities/grounds.

Category 1: Internal District Groups:

Approved district student groups that are permitted the use of school buildings/grounds at no charge [Examples: intramurals, school sports teams, student clubs, etc.]

Category 2: External District Affiliated Groups:

District affiliated groups that are permitted the use of school buildings/grounds at no charge. (*Custodial charges will apply for events on weekends or outside of custodians' normal working hours.) [Examples: Girl Scouts, Boy Scouts, homeowner association meetings, village business meetings, taxing body meetings, booster clubs, parent associations, etc.]

Category 3: Other Non-Profit and External District Affiliated For-Profit Groups:

Including but not limited to: non-profit sports teams and community athletic associations, park districts, incorporated villages and their departments, fire district social and athletic activities, private schools, religious, cultural, recreational, civic, homeowner's **social** activities, universities, and after school programs for District 66 students

Category 4: For-Profit and All Other Groups:

Specific administrative approval must be secured for any organization not qualifying under categories 1-3 above.

Category 5: Long term:

Organizations requiring a long term lease agreement.

Fee Structure

Category 1: No Charge

Category 2: No charge on normal school days; custodial fees apply on weekends.

Category 3: \$30.00 per hour (two-hour minimum on weekends); custodial fees apply on weekends.

Note: for the use of grounds, charges will be equal to the actual expenses incurred by the District.

Category 4: \$100.00 per hour (two-hour minimum); custodial fees apply.

Note: for the use of grounds, charges will be equal to the actual expenses incurred by the District.

Category 5: Long-term lease subject to negotiation by the School Board

Custodial Fees

Custodian fees are charged at a rate of \$30 per hour for any rentals outside normal working hours (i.e. weekends). An additional hour of custodial fees will be charged for all rentals to cover opening and closing costs. Events that require additional setup/cleanup time, beyond the one hour, may incur additional custodial fees.

Insurance

The Administration may require a "hold harmless" indemnification supported by a public liability insurance policy of any use of building or grounds space with a responsible insurer acceptable to the Administration.