Facility/Grounds Use application Contract

The Board of Education of Belvidere Community Unit School District #100 and/or administration reserves the right to revoke permission to use the school facilities whenever it is of their opinion that the best interests of the school will be served by such action. Any Sunday usage of buildings requires prior approval by the Board of Education.

To be co	OMPLETED BY LESSEE	
Type of E	al, corp., non-profit, etc.) name:	1201 Fifth Avenue Belvidere, IL 61008 (815) 544-0301 **(non-local leesee must be approved by the
Phone nui	mber:	
Facility no	only those listed will	
Date(s) re	pe of activity	Time: From a.m./p.m. to a.m./p.m. Admission charge:
		st items to be sold and price range) the purpose for which the proceeds of the activity will be used.
TO BE CO	OMPLETED BY PRINCIPAL	
Classifica Charges:	tion (I, II, III, IV or V) Rent: Custodial Charges (2 hr. min.): Food Service: Computer Lab/Technology: Other: Total Charges:	(Make check payable to Belvidere C.U.S.D. #100)

Changes to this contract concerning dates or hours requested may require a new contract. Full charges will be made if the business office does not receive a written cancellation notice 48 hours before scheduled use. There will be an additional charge if actual usage exceeds leased time. The undersigned hereby agrees as follows:

- 1. To pay rental and custodial charges as specified, 48 hours prior to date of the event.
- 2. To be responsible to the Board of Education for the use and care of the school property and to pay for any damage that occurs.
- 3. To assure that the type and character of activities will conform only to those stated herein.
- 4. To comply with policies of the Board of Education governing the use of school facilities.
- 5. To indemnify and hold the Board of Education harmless against any and all liability arising out of the occupation and/or use of school facilities granted herein.
- 6. To provide certificate of insurance listing Belvidere Community Unit Schools as an additional insured with minimum limits of \$1,000,000 property damage, \$1,000,000 per person and \$1,000,000 per occurrence.
- 7. To provide police protection arrangements as required by the Board of Education.
- 8. To all terms of Facility/Grounds Use Contract listed on the back of this contract.
- 9. The user of District 100 property acknowledges that the District property may be deemed a "physical fitness facility" as defined under the Physical Fitness Facility Medical Emergency Preparedness Act ("Act"). As such, the user promises that it will be in compliance with the Act. The user agrees to indemnify the District from any and all liability as a result of the user's failure to comply with the Act.

Belvidere Community Unit Schools	Lessee	
By/Date:	By/Date:	
•	·	

Copy 1 - Lessee

Copy 2 - Principal

Copy 3 - Assistant Superintendent for Operations

Copy 4 - Director of Buildings and Grounds

USE/RENTAL OF BUILDING FACILITIES

Belvidere School District encourages the use of its school facilities for worthwhile purposes by community groups, educational and youth-serving organizations. However, it is recognized that the primary function of such facilities is to provide the proper environment for public education; therefore, private use will be permitted when such use will not interfere with the educational program, constitute a public nuisance, or represent excessive use by a single organization. The contract documents and rental rates will be reviewed on a regular basis.

Insurance

All organizations using the facilities or equipment must submit, in advance along with the application, a Certificate of Insurance in the amount of \$1,000,000 property damage, \$1,000,000 per person and \$1,000,000 per occurrence with contractual liability endorsement. Rental dates will not be confirmed until this certificate has been received.

In addition, a Hold-Harmless Agreement provided by the school district must be signed by such organization proposing to use school facilities.

Activities Prohibited

Possession or use of alcohol, smoking or other use of tobacco, or use of any form of illegal substance is prohibited in all buildings and on school property (grounds).

Putting up decorations or scenery, moving pianos, furniture, interior or exterior equipment, etc., is prohibited unless special permission is granted beforehand.

Nothing will be sold, distributed, exhibited or displayed without permission.

SECTION A: PHILOSOPHY

It is recognized that, since the Belvidere Community Unit Schools facilities have been built by the taxpayers of the community the school district serves, they should be available to reputable community organizations for the furtherance of wholesome community enterprises when such use does not interfere with normal school operations.

It is the Board of Education's intention to grant the use of school facilities under the Superintendent's direction in accordance with Board of Education policies/administrative procedures.

SECTION B: <u>SPONSORS MUST BE LOCAL</u>*

All applications for the use of any school facility shall originate with responsible organizations or employees located within the school district. A reliable adult, 21 years or older, must assume the responsibility for the actions of the group using the facility. Permit holders shall not assign, transfer, sublet, nor charge any fee to others for the use of school property without Board of Education consent at the time of the approval.

^{*} Exception must be approved by the Board of Education prior to rental.

SECTION C: <u>USE OF EQUIPMENT</u>

Permission to use the building facilities does not include the use of equipment. Special arrangements for using school or organization owned equipment must be made at the time of application. A fee may be charged for set-up/use of district equipment.

SECTION D: APPLICATION PROCEDURES

- 1. No school facilities shall be used, except for regular school purposes, unless the principal of the school or his/her authorized representative has approved such use, and a request on a Facility/Grounds Use Contract for it is duly issued.
- 2. Non-school organizations or individuals may apply for use of specified facilities of the school buildings and grounds through application of forms as provided for that purpose by the Belvidere Community Unit Schools. Such blank forms may be secured from the school building to be rented or the Central Office of the District. Action upon applications submitted before the beginning of the school year may be postponed until October 1 to allow school organizations to complete their calendar of activities.
- 3. Facility/Grounds Use Contract forms for the use of school premises shall be submitted and must contain a statement of the nature of the event proposed to be held. The contract must also contain the agreement of the applying organization that said organization will hold the Board of Education harmless from any and all claims of every nature whatsoever arising out of the use and occupancy of the school premises in connection with the event proposed to be held. The applicants must further recognize that the Superintendent and/or the Board of Education reserve the right to revoke at any time any permit granted under such application for reasons deemed to be in the best interests of the school district and without the assumption thereby of any liability because of such revocation.
- 4. All applicants shall state the facilities desired, the nature, the date, the hour of the activity (including set-up and clean-up time), and the name of the individual or individuals who will represent the organization at the time of the activity. A description of the program, estimated attendance, and whether admission shall be free or by charge shall also be on the application. In addition, each application shall state the purpose for which the proceeds of the activity will be used and shall be signed by an authorized representative of the group or organization.
- 5. Applications for the use of school building and grounds must be returned to the principal of the building to be rented for scheduling. If custodial care/clean-up is necessary a copy of the application must be sent to the Director of Buildings and Grounds to schedule custodial services.
- 6. Rental under Class II, III, or IV will require a deposit of the total rental charge prior to the date of the event.
 - Deposits will be returned if the rental is canceled provided the cancellation is received by the Buildings/Grounds Department at lease forty-eight (48) hours prior to the scheduled event.

SECTION E: SPECIAL REQUIREMENTS

- 1. The use of any materials on floors or other parts of the building without specific approval of the building supervisor/head custodian on duty is strictly prohibited.
- 2. Any decorations shall be erected in a manner that will not be destructive of school property, and the building supervisor/head custodian on duty shall approve such erection. All decorations shall be removed from the building prior to 6:30 a.m. on the next day after the building has been used.
- 3. Tobacco products are prohibited in all buildings and on school grounds.
- 4. Alcoholic beverages or liquors are prohibited in all buildings and on school grounds.
- 5. Usage of computer labs must have pre-approval from Director of Technology. No software can be loaded on District equipment without technical staff support.
- 6. The permit holder must advise the school authorities, as a part of the application, regarding the seating and any other facilities required. Some arrangements may require additional charges.
- 7. Buildings will be opened and closed at the time requested on the application. Charges for custodial supervision will begin and end at this time unless additional set-up/clean-up time is required.
- 8. When a school cafeteria/kitchen/concession stand is used, an employee of the District's Food Service Provider must be present **for supervision only** and charges will be made according to the rental rates.
- 9. Inaccurate or untruthful statements made in application, or violations of regulations may place the responsible persons or organizations or both on an ineligible list, and will be referred to the Board of Education, which will determine whether disbarment shall be temporary or permanent.
- 10. The applicant must agree to be responsible for the payment of any rental charges, the salaries of required school employees, the preservation of order and the liability for any damage to or loss of property.
- 11. Non-school organizations or individuals using the school facilities shall have liability insurance to cover the specific event and must deposit a certificate of insurance in the principal's office prior to the final approval of the application. The liability insurance must specifically name the Belvidere Community Unit School District #100 as co-insured for the specific event.

Minimum Coverage:

THE BOARD OF EDUCATION RESERVES THE RIGHT TO REQUIRE HIGHER COVERAGE.

- 12. Putting up decorations or scenery, moving pianos, furniture, interior or exterior equipment, etc., is prohibited unless special permission is granted beforehand.
- 13. Authorization must be given in advance by the principal for all items sold, distributed, exhibited, or displayed.
- 14. Child Sex Offender and Murderer Community Notification Act, Board of Education Policy 4:170 apply.

SECTION F: RENTAL CHARGE CLASSIFICATIONS

<u>Class I:</u> <u>RENT FREE BASIS</u>*

- 1. Student and School Activities
 - a. <u>Student Attendance Days</u>: On days that school is in session, athletic team practice and extracurricular activities may be scheduled only when a custodian or authorized representative is present.
 - b. <u>Non-Student Attendance Days:</u> Usage may be scheduled as arranged by the Athletic Director and/or principal.
 - c. <u>Interscholastic Events:</u> All scheduled interscholastic events, which are a part of the regular school program, may use school facilities.
 - d. <u>Banquets</u>: Retirements, awards, athletic and other banquets that are a part of the regular school program may be scheduled, according to district policy.
 - e. <u>Meetings:</u> Board of Education, faculty, staff, departmental, and other meetings which are a part of the regular school program may be scheduled, according to district guidelines.

2. School Support Functions

- a. <u>Parent/Teacher Organization/Booster Groups</u>: Parent/teacher organizations may have the use of facilities for such meetings and programs that are open to the public and without charge for admission. These groups must adhere to district policy. Fund raising events to support school programs and activities may use school facilities at no charge. Custodial care and clean-up may require an additional charge.
- b. <u>Citizens Advisory Committee</u>: Organized citizens committees whose charter has been approved by the Board of Education may conduct meetings in assigned facilities.
- c. <u>Athletic/Activities Programs</u>: District athletic/activities programs from which all proceeds go to the Belvidere Community Unit School District may use school facilities as approved.
- 3. Employee use of facilities during non-school hours must be approved in advance by the building principal. Non-school district employees must make application for the use of district facilities as required of organizations.
- 4. <u>Youth Organizations and Activities</u> (for Belvidere Community Unit School District #100 students): Organized, non-profit youth activities such as character-building, personal enrichment, business experience, music lessons, athletic camps, etc., which are not funded or administered by the Belvidere Community Unit Schools.

Note: Functions under Class I, including athletic/activities tournaments, will be charged if adequate custodial care for supervision and clean-up are necessary. If a cafeteria/kitchen is needed to prepare a meal, an employee of the District's Food Service Provider must be present, and the user will be charged for supervision and clean up.

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CLASS II: MINIMUM RENTAL RATE*

1. Community Groups: Community groups or organizations with non-profit, religious, charitable, philanthropic, non-personal purposes may use school facilities for activities for which no admission is charged. (Some admission activity may qualify for this rate if part of the proceeds goes to the Belvidere Community Unit Schools.)

Note: Functions under Class II, including athletic/activities tournaments, will be charged if adequate custodial care for supervision and clean-up are necessary. If a cafeteria/kitchen is needed to prepare a meal, an employee of the District's Food Service Provider must be present, and the user will be charged for supervision and clean up.

<u>CLASS III:</u> <u>REDUCED RENTAL RATES</u>*

- 1. School facilities used by community groups for profit and where such profit is used by the group for the advancement of the group.
- 2. School facilities used by community athletic programs, which charge fees or admission and proceeds from such charges, are used by the program.
- 3. School facilities used by organized unions and business groups within the community for the purpose of entertaining children or members of such groups.
- 4. School facilities used by schools of surrounding area school districts.

CLASS IV: FULL RENTAL RATES*

1. School facilities used by a commercial organization for profit or to conduct that organization's business.

<u>CLASS V:</u> <u>EDUCATIONAL AGENCIES</u>*

The Superintendent shall approve all requests from educational agencies associated with Belvidere Community Unit School District requesting the use of school facilities for conducting meetings (such as workshops, inservice sessions, and regional/state meetings) when requested by the appropriate Belvidere Community Unit School District employee sponsor. Functions under Class I & II will be charged if custodial care for supervision and clean-up are necessary.

*Note: All facility usage outside the school day (6:00 a.m. to 4:30 p.m.) must be scheduled, approved and notification given to the building/grounds department at least 48 hours in advance.

SECTION G: CONDITIONS AND CHARGES

- 1. Rental charges will be made to applicants in Classifications II, III, and IV. In all classifications (I, III, III, and IV), custodial employees shall be required and paid for as directed by the principal in consultation with the Director of Buildings and Grounds. There shall be a minimum of one custodian on duty at each event. Adequate police protection shall also be provided as prescribed by the district. The cost of the Food Service and custodial personnel shall be provided on a perhour basis. Police protection shall be arranged and all costs shall be borne by the organization using the facilities. Verification of these arrangements shall be provided at the time of final approval.
- 2. All payments for rentals or costs pertaining thereto are to be made <u>in advance</u> of the planned use. Checks should be made payable to Belvidere Community Unit School District #100.

- 3. The Board of Education reserves the right to waive or to change, in any manner it deems necessary, any of the foregoing rules and regulations or charges pertaining to the rental of school property.
- 4. The Superintendent and/or the Board of Education reserves the right to revoke at any time, any application for reasons which it deems to be in the best interest of the school district and without assuming any liability for such revocation.

SCHEDULE OF RENTAL CHARGES

	First T	wo Hours (m	inimum)	Each Additional Hour		
Facility	Class II	Class III	Class IV	Class II	Class III	Class IV
Multi-Purpose Room						
KES & PES	25	75	125	10	20	30
Cafeteria (without kitchen)						
Middle & Sr. High Schools	75	100	125	20	30	50
CES, LES, MES, WES	75	100	125	20	30	50
Cafeteria (with kitchen**)						
Middle & Sr. High Schools	100	125	150	20	30	50
CES, LES, MES, WES	100	125	150	20	30	50
Standard Classroom						
All Elementary	20	30	50	10	15	25
Middle & Sr. High Schools	25	35	60	10	15	30
Computer Lab	50	70	120	25	35	60
Gymnasiums						
KES & PES	75	100	150	15	25	30
CES, LES, MES, WES	100	125	160	25	30	35
Middle Schools	100	125	160	25	30	35
Sr. High School Main Gym Court Only Auxiliary Locker Room	100 50 75 25	200 100 100 50	600 200 200 75	50 25 25 10	100 50 50 25	300 100 100 30

^{**} When a kitchen is used, an employee of the District's Food Service Provider must be present at all times and an additional fee will be charged.

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Stadiums (Sr. High School Hourly Rate)	Class II	Class III	Class IV
Use of field or track, seating, ticket booth, restrooms, and parking area	100	200	300
Additional for field and stadium lighting	30	60	90
Additional for press box	10	20	30
Additional for P.A. system	10	20	30
Additional for scoreboard	20	40	60
Additional for each concession stand (no rental of this facility during football season)	10	20	30
Middle Schools (Hourly Rate)	Class II	Class III	Class IV
Use of football field, track, seating, and parking lot area at South Middle School		100	150
Use of football field, track, seating, and parking lot area at Central Middle School	75	125	175
Use of tennis courts (per court) and parking lot areas at Central or South Middle School	10	20	30

Custodial rates will be charged if clean-up is needed after use of these areas.

Chair set-up is \$50.00 for first 200 chairs and \$25.00 for each additional 100 chairs.

If a custodian is not on regular duty, an overtime rate will be charged. Sunday and holiday use of buildings is not encouraged. If extenuating circumstances warrant their rental, an overtime rate for custodial services will be charged and rental rates will be doubled.

USE/RENTAL OF GROUNDS

All vehicles must be parked on paved parking area. All vehicles must comply with posted signage.

USE/RENTAL OF COMPUTER LAB – TECHNOLOGY

Technical support @\$50.00/hour

USE/RENTAL OF PERFORMING ARTS CENTER

See Performing Arts Center (PAC) Contract