

Facility Rental Usage Agreement

All uses and fees are governed by Board Policy 8:20

USE OF HARRISON SCHOOL DISTRICT 36 FACILITIES

The Board of Education ("Board") of Harrison School District 36 ("District") constructs school facilities ("Facilities") for the primary purpose of educating students of the District. However, when the Facilities are not in use for the purpose of educating students of the District, the Board believes it is in the best interest of the community to make the Facilities available to non-District organizations for activities that:

1. Are consistent with statutes, applicable case law and regulations;
2. Are consistent with the primary purpose of the District;
3. Do not interfere with the regular operation of the District;
4. Follow the policies of the Board of Education and regulations of the District; and
5. Are of benefit to the entire Wonder Lake community.

When not in use by the District, Facilities may be rented as provided herein.

The Board believes that Facilities shall not be used for promulgating any theory or doctrine subversive to the laws of the United States or any political subdivision thereof, or advocating governmental changes by violence; or for any activity that may violate the canons of good morals, manner or taste to be injurious to the buildings, grounds, equipment or supplies of the District.

Requests for use of Facilities shall be submitted through the online form no less than (14) days before the date for which the Facilities are requested.

Continued use of the Facilities by any organization or individual(s) ("Lessee") shall be contingent upon following all of the policies, rules and regulations as preserved by the District as well as applicable statutes and case law. Any continued usage agreement for Facilities may be terminated for violations of any of the above.

The Board shall have the final authority for granting or refusing any request for use of Facilities and may waive or amend current rules or regulations affecting such use without prior notification.

PRIORITY OF USE

Priority of facility usage shall be in the following order:

1. Group A
2. Group B
3. Group C
4. Group D
5. Group E
6. Group F

BLACKOUT CALENDAR

The District will provide the dates for which the Facility will not be available as early as possible. These dates are subject to change as the academic and athletic demands on the Facilities may change or unforeseen issues with the physical plant may require unscheduled work. The District will not invoice for such cancellations; however, the District will not be held liable for any hardship, financial or otherwise, that arises from a cancellation. The District reserves the right to decline very large events, despite space availability, due to the strains that the event will place on employees, facilities and/or parking.

OPENING AND CLOSING

Prior to the first rental event, the District will contact the person responsible on the Agreement to give entrance and exit information. A key fob will be issued to the person named in the rental agreement in order to gain entrance to appropriate location. For security reasons, exterior doors may **NOT** be propped at any time during the rental period. All users shall be required to vacate the Facilities within 15 minutes after the approved ending time on the use agreement.

CANCELLATION

The user group must contact the school office during business hours if canceling their event. Notification of cancellation by either the user group or the District must be done at least eight days prior to the event. The District reserves the right to cancel completely, on ten days’ notice, in the event facilities are needed for school purposes.

SCHOOL USER CATEGORIES

Group A: Harrison District 36 School and Students

Group B: Wonder Lake or McHenry Park District(s)

Group C: Harrison PTO, Scouting Groups with Harrison students, Traveling Athletic Teams with one or more Harrison students on the roster, Wonder Lake Baseball and Softball

Group D: Wonder Lake (McHenry County) Not-for-Profit Organizations; such as Chamber of Commerce, Kiwanis, McHenry Community College, religious programs, Organized Adult Leagues (i.e. basketball or volleyball), etc.

Group E: Non-Wonder Lake Not-for-Profit Organizations

Group F: Private, For-Profit Organizations located outside Wonder Lake. Examples include dance studios, marital arts programs, etc.

PAYMENT FOR SERVICES BY CATEGORY

User Category	Charge Facility Usage Fee	Charge Custodial Fee during Regular Hours	Charge Custodial Fee for Overtime Hours	Other Staff Charges (i.e. Kitchen staff, Tech staff, etc.)	Required to Submit an insurance certificate per District Requirements
A	N/A	N/A	N/A	N/A	N/A
B	N/A	N/A	\$40/hour	N/A	YES
C	N/A	N/A	\$40/hour	N/A	YES
D*	YES	\$25/hour	\$40/hour	\$25/hour	YES
E	YES	\$25/hour	\$40/hour	\$25/hour	YES
F	YES	\$25/hour	\$40/hour	\$25/hour	YES

FACILITY USAGE RATES

Cafeteria/MPR	\$20/hour
Classroom	\$10/hour
Conference Room	\$17/hour
Kitchen Only	\$17/hour
Library (LMC)	\$15/hour
Welke Gymnasium	\$20/hour

FACILITY USER'S AGREEMENT TO HOLD DISTRICT HARMLESS AND PROCURE INSURANCE

1. Lessees requesting use of Facilities agree to indemnify and hold harmless Harrison School District 36 ("District"); the Board of Education ("Board"), its members, employees and agents, in their official and individual capacities; from any loss, judgment, injury or expense, including but not limited to, attorneys' fees and expenses of litigation arising out, and incidental to the use of the requested Facilities. In addition, the Lessee covenants not to sue the District, the Board, its members, employees and agents, in their official or individual capacities for any alleged loss, judgment, injury, or expense which arises as a result of this Agreement. Lessee further agrees to assume all costs for repair or damage to the Facilities or their contents during the period of authorized use of Facilities. Lessee further agrees to abide by the rules, regulations and policies of the Board which are incorporated herein by reference.
2. The Lessee further agrees to furnish a Certificate of Insurance (Public Liability, Property Damage and Contractual Liability Insurance) to guarantee the payment of any claim for injuries or damages to persons or property that occurs during, or as a result of this Agreement. Said coverage shall insure renting organization in amounts not less than \$1,000,000 combined single limit for bodily injury and property damage including damage to school property. A Certificate of Insurance or copy of the endorsement shall be required giving evidence of the above-mentioned types of coverage and naming the District as an additional insured and shall be filed with the District on an annual basis effective August 15th through August 14th of the following year or no later than 14 days prior to the date of the building usage. The Insurance hereby required shall not be cancellable without (30) days written notice to the District.

This Agreement is subject to and governed by the rules and regulations of the Illinois Human Rights Act, including the regulations promulgated by the Illinois Department of Human Rights.

BUILDING RULES AND REGULATIONS

1. Organizations or individual(s) must conform to the terms of the written Agreement. Custodians are not permitted to extend the closing times or permit access to additional areas of the Facilities which have not been authorized in the Agreement.
2. A \$150 refundable deposit is due at the time of building use. The deposit will be refunded in full if no damage is done to the facilities.
3. A key fob for the Facilities will be provided to the person approved by the Superintendent or designee for recurring facilities rental. Do **NOT** prop any exterior doors. Doing so will result in forfeit of rental space with no refund.
4. Smoking is NOT permitted in the school building or on the school campus (including parking lots). Unauthorized smoking shall be sufficient justification for immediate cancellation of the current use Agreement or the prohibition of further use by the offending organization or individual(s).
5. Regulation of heating controls shall be monitored by District personnel only.
6. Fire exits and doorways must be kept clear and all hallways made passable at all times.
7. Persons under (18) years of age shall not be allowed in the Facilities without proper adult supervision. Groups of 25 or less children must have at least one, renter-provided, adult supervisor present during the duration of the usage. Groups of 25 or more children shall have enough supervision to reach 1 adult to 25 children ratio. Renter-provided supervisors are expected to ensure that all participants remain within the designated usage areas at all times.

8. The use or possession of alcoholic beverages or controlled substances will result in immediate cancellation of the use Agreement.
9. Organizations serving refreshments during the course of their meeting shall furnish all necessary consumable supplies and it shall be the responsibility of the organization to place all evidence of food or beverage in appropriate waste containers provided by the District.
10. All users are requested to respect Harrison District 36 neighbors by parking in District parking lots only. Please refrain from excessive noise or loitering on District grounds.

RENTAL RATE AGREEMENT

Rental rates are approved by the Board and are available from the District on the District website as well as upon request.

All rates are subject to adjustment due to the specifics of the usage agreement.

The District reserves the right to make the final decision as to whether an organization will receive rental privileges or not, and to the classification and charge.

The District has the sole right to modify or waive any provision of the policy.

BILLING AND INVOICES

Invoices will be prepared and sent (20) days following the end of the month in which the rental occurred. For example, a rental that occurred on August 15th will be billed on or before September 20th.

Payment is due 30 days after the invoice is sent. A Second Notice will be sent 60 days after the original invoice was sent. The Second Notice will include a \$25 late fee per invoice. If payment has not been received within 90 days after the original invoice was sent, the debt will be transferred to a Collection Agency. All future approved rentals will be cancelled and no future requests will be processed for either the person or organization who incurred the debt until payment has been received in full.