

# **WEST AURORA SCHOOL DISTRICT 129 USE OF SCHOOL FACILITIES CONDITIONS AND RESPONSIBILITIES**

You have requested the use of a West Aurora School District 129 facility. The following information outlines the policies and procedures for the rental of school facilities. Please read this information carefully and return the rental application forms attached.

## **GENERAL STATEMENT – PHILOSOPHY**

The Board of Education recognizes the investment which the community has made in the District 129 buildings and facilities. It is the intention of the Board of Education to make school facilities available to responsible organizations, associations, and individuals in the community for appropriate civic, cultural, welfare, educational, or recreational activities that do not interfere with the conduct and best interests of the school system. The district reserves the right to approve or disapprove rental agreement. **THE USE OF SCHOOL FACILITIES FOR SCHOOL PURPOSES TAKES PRECEDENCE OVER ALL OTHER USES.**

## **TYPES OF ACTIVITIES PROHIBITED**

- Promulgating any theory or doctrine subversive to the laws of the United States or any political subdivision thereof advocating governmental change by violence.
- Any activity which conflicts with school activities.
- Activities which are discriminatory in the legal sense.
- Any activity which is prohibited by state or federal statutes and local ordinances.
- The District reserves the right to deny an applicant where the proposed use is inconsistent with the pedagogical mission of the District, or may be injurious to the buildings, grounds, or equipment.

## **RESPONSIBILITIES OF APPLICANT**

- No facility or rental date can be granted until the proper completed application forms are received by the district. Charges will be assessed at the rates shown on the contract.
- Renters are required to submit, with the rental application, a current certificate of general liability insurance, naming District 129 as an additional insured and verifying minimum coverage of \$1,000,000.00 combined single limit
- If the estimated cost of the rental is \$2000 or higher, District 129 reserves the right to require a deposit equal to 50% of the estimated cost due 30 days prior to the event. The remaining balance will be billed after the event. First-time renters may also be required to pay a 50% deposit regardless of the estimated amount.
- A minimum two (2) hour charge of facility and labor costs will be assessed for cancellations with less than 24-hour notice. Any remaining deposit will be refunded, if applicable.
- Renters are responsible for identifying the location of the nearest automatic external defibrillator (AED). All organizations are required to identify one adult who is currently certified in cardio-pulmonary resuscitation and AED use to act as an emergency responder at the event. Renters who use any of the District's AED devices must inform the District as soon as possible after the emergency.
- Prior to building use, renters are required to meet with school staff to review emergency response procedures and evacuation routes for the building. School staff will provide emergency contact information for the time of the event.
- Renters are required to stay in their designated areas at all times and to ensure that the area properly secured during their events.

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- Any injury must be reported to the facility representative immediately. A completed accident report will be required.
- Renters are responsible for all damages to buildings, equipment, and fixed assets at current market price for materials and labor from any actions directly or indirectly arising out of or in connection with the said use of school facilities. All members or guests of the renting organization are required to follow district rules and procedures.

## **District 129 Facility Use Categories**

Effective July 1, 2022

### **CATEGORY A**

District sponsored approved educational activities and school-related functions. This category includes the school PTA/PTSO, booster clubs, student and staff activities, District approved feeder programs, and school sponsored parent groups. This category will not be charged for the use of the facility or, with prior approval, personnel costs. Entities who have entered into an intergovernmental agreement with District 129 that includes facility use will not be charged for the use of the facility but will be charged for all personnel costs.

### **CATEGORY B**

This category includes not-for-profit organizations whose primary billing address is located within District 129 boundaries. This category will be charged a fee, noted on the fee schedule, to cover utility costs and wear and tear on equipment and/or facilities. Any additional custodial or other personnel costs deemed necessary by District 129 will be charged to the organization.

### **CATEGORY C**

This category includes not-for-profit organizations whose primary billing address is located outside of District 129 boundaries. This category will be charged a fee, noted on the fee schedule, to cover utility costs and wear and tear on equipment and/or facilities. Any additional custodial or other personnel costs deemed necessary by District 129 will be charged to the organization.

### **CATEGORY D**

This category includes commercial ventures and other groups that do not have not-for-profit status, whose primary billing address is located within District 129 boundaries and will be charged a fee noted on the fee schedule. Custodial or other personnel costs deemed necessary by District 129 will be charged to the organization.

### **CATEGORY E**

This category includes commercial ventures and other groups that do not have not-for-profit status, whose primary billing address is located outside of District 129 boundaries and will be charged a fee noted on the fee schedule. Custodial or other personnel costs will be charged to the organization.

## District 129 Facility Use Fee Schedule

Effective July 1, 2022

The following charges are <b>per hour</b> charges:	<u>Group A</u>	<u>Group B</u>	<u>Group C</u>	<u>Group D</u>	<u>Group E</u>
<b><u>HIGH SCHOOL</u></b>					
Auditorium (4 hr min)					
Production Performance*	<u>n/c</u>	<u>55.00</u>	<u>95.00</u>	<u>165.00</u>	<u>240.00</u>
Production Tech Rehearsal*	<u>n/c</u>	<u>50.00</u>	<u>80.00</u>	<u>135.00</u>	<u>200.00</u>
Meeting/Basic Use*	<u>n/c</u>	<u>45.00</u>	<u>65.00</u>	<u>95.00</u>	<u>145.00</u>
Stadium (FieldTurf) (2 hr min)	<u>n/c</u>	<u>145.00</u>	<u>180.00</u>	<u>225.00</u>	<u>270.00</u>
Lights	<u>n/c</u>	<u>35.00</u>	<u>60.00</u>	<u>75.00</u>	<u>70.00</u>
Scoreboard	<u>n/c</u>	<u>15.00</u>	<u>25.00</u>	<u>50.00</u>	<u>55.00</u>
Press Box	<u>n/c</u>	<u>25.00</u>	<u>45.00</u>	<u>65.00</u>	<u>90.00</u>
Gym (2 hour minimum)	<u>n/c</u>	<u>45.00</u>	<u>55.00</u>	<u>105.00</u>	<u>120.00</u>
Gym with bleachers and locker room	<u>n/c</u>	<u>55.00</u>	<u>65.00</u>	<u>120.00</u>	<u>145.00</u>
Upper Student Cafeteria	<u>n/c</u>	<u>35.00</u>	<u>50.00</u>	<u>80.00</u>	<u>90.00</u>
Lower Student Cafeteria	<u>n/c</u>	<u>45.00</u>	<u>60.00</u>	<u>90.00</u>	<u>110.00</u>
Field house (2 hour minimum)	<u>n/c</u>	<u>45.00</u>	<u>55.00</u>	<u>100.00</u>	<u>120.00</u>
Baseball/Softball Fields	<u>n/c</u>	<u>55.00</u>	<u>65.00</u>	<u>120.00</u>	<u>145.00</u>
Tennis Courts (8 courts)	<u>n/c</u>	<u>25.00</u>	<u>35.00</u>	<u>50.00</u>	<u>60.00</u>
Meeting Room B-140	<u>n/c</u>	<u>20.00</u>	<u>40.00</u>	<u>50.00</u>	<u>60.00</u>
Learning Media Center or Library	<u>n/c</u>	<u>20.00</u>	<u>40.00</u>	<u>50.00</u>	<u>60.00</u>
Classroom	<u>n/c</u>	<u>10.00</u>	<u>15.00</u>	<u>20.00</u>	<u>25.00</u>
<b><u>MIDDLE SCHOOL</u></b>					
Main Gym	<u>n/c</u>	<u>25.00</u>	<u>45.00</u>	<u>65.00</u>	<u>80.00</u>
Multi-Purpose Room	<u>n/c</u>	<u>15.00</u>	<u>20.00</u>	<u>25.00</u>	<u>30.00</u>
Cafeteria	<u>n/c</u>	<u>25.00</u>	<u>40.00</u>	<u>55.00</u>	<u>65.00</u>
Cafeteria w/ Stage	<u>n/c</u>	<u>45.00</u>	<u>55.00</u>	<u>70.00</u>	<u>80.00</u>
Learning Media Center or Library	<u>n/c</u>	<u>20.00</u>	<u>35.00</u>	<u>50.00</u>	<u>60.00</u>
Classroom	<u>n/c</u>	<u>10.00</u>	<u>15.00</u>	<u>20.00</u>	<u>25.00</u>
<b><u>ELEMENTARY SCHOOL</u></b>					
Gym	<u>n/c</u>	<u>20.00</u>	<u>30.00</u>	<u>45.00</u>	<u>60.00</u>
Gym w/ stage	<u>n/c</u>	<u>35.00</u>	<u>40.00</u>	<u>55.00</u>	<u>70.00</u>
Learning Media Center or Library	<u>n/c</u>	<u>20.00</u>	<u>30.00</u>	<u>45.00</u>	<u>60.00</u>
Classroom	<u>n/c</u>	<u>10.00</u>	<u>15.00</u>	<u>20.00</u>	<u>25.00</u>

**Note:** Rental fees do not include labor. When renting the auditorium, the auditorium supervisor must be hired at additional cost. The auditorium manager will determine the necessity of other support staff and additional equipment for which the user will be charged. When renting the high school stadium, gymnasium or field house, School Administration will determine the necessity of other support staff. Renters are required to pay for custodial services for any rental event.

**Per hour** labor charges for extra staff are:

Auditorium supervisor	\$40.00 per hour	Event supervisor	\$32.00 per hour
Auditorium technician	\$15.00 per hour	Security	\$30 per hour
Student Assistant	\$14.00 per hour	Custodian	\$41.00 per hour

Grand Piano (High School only) \$150/day + tuning cost

\*Any auditorium use that requires the use of the sound system and /or stage lighting beyond basic work light will be billed at the Event Rate.

**APPLICATION AND AGREEMENT FOR USE OF FACILITIES**

WEST AURORA SCHOOL DISTRICT 129/WEST HIGH FACILITY USE  
1201 WEST NEW YORK STREET, AURORA, IL 60506 PHONE: 630/301-5520  
**Please complete and email form to Liz Drenthe at ldrenthe@sd129.org**

Contract # (office use only) \_\_\_\_\_

\_\_\_\_\_  
Name of Applicant and/or Organization Phone Fax Email Address

\_\_\_\_\_  
Name of Person in Charge Phone Purpose of Renting Facility

\_\_\_\_\_  
Billing Address City State Zip

\_\_\_\_\_  
Specific School/Building Requested Areas Needed (Cafeteria, Gym, Classroom, etc.)

**DATE(S) REQUESTED** Time Open Time Close # of Hours Rate Fee

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

Custodial Services \_\_\_\_\_ \$ \_\_\_\_\_

Other Charges \_\_\_\_\_ \$ \_\_\_\_\_

TOTAL FEE \$ \_\_\_\_\_

Special Equipment Requested \_\_\_\_\_

Number of People Anticipated \_\_\_\_\_

Name of person trained on AED/CPR \_\_\_\_\_ Insurance Certificate on File YES \_\_\_\_\_ NO \_\_\_\_\_

\_\_\_\_\_ **By initialing here, designee acknowledges that if the event runs beyond the scheduled end time by thirty (30) minutes or more they will incur hourly costs equivalent to 1.5 times the quoted hourly rate for labor and facility use, for anytime beyond the scheduled end time. This is inclusive of the thirty (30) minute grace period. Additional costs to be included in final invoice.**

ALL ACTIVITIES ARE SUBJECT TO CANCELLATION DUE TO SCHOOL ACTIVITIES AND HOLIDAYS.  
RENTERS MUST REMAIN IN ASSIGNED AREAS ONLY.  
EXTERIOR DOORS MUST REMAIN LOCKED AT ALL TIMES AND MAY NOT BE PROPPED OPEN UNLESS A STAFF MEMBER IS PRESENT.

The Board of Education of School District No. 129 Kane County, Illinois hereby agrees to rent facilities as listed above under terms and conditions herein:  
I, \_\_\_\_\_, hereby represent that I am the duly authorized agent of the above stated organization and that I am empowered to execute this contract in its behalf, for use of the school premises and to bind such organization to the covenants and conditions of such leasing as contained in this agreement.

The undersigned organization does hereby agree to abide by and does hereby warrant that all of its agents, employees, and guests, shall conform to all rules and regulations concerning the use of the premises as established by the school district.

The undersigned organization further does hereby agree to indemnify and save harmless said School District 129 from and against any loss, damage, and/or liability, personal injury, death or property occasioned by, coming out of, or arising or resulting from the use of the premises as provided herein.

The undersigned organization is responsible for District property damage including normal wear and tear.

Upon receipt of billing, the rental fee shall be made payable to and forwarded to School District #129, 80 South River Street, Post Office Box 4430, Aurora, Illinois 60507.

I have read and understand all CONDITIONS and RESPONSIBILITIES and INSURANCE COVERAGES specified in this agreement. I am authorized to sign the agreement.

SCHOOL/BUILDING APPROVAL

\_\_\_\_\_  
Building Principal (or Designee) Signature Date

\_\_\_\_\_  
Name of Applicant (please PRINT)

ADMINISTRATION OFFICE APPROVAL

\_\_\_\_\_  
Applicant's Signature Date

\_\_\_\_\_  
Signature and Title Date

## RELEASE AND INDEMNIFICATION AGREEMENT

The undersigned (Lessee) has made application to Aurora West School District #129 for permission to use or rent a room or portion of a school facility of the District. In consideration of the District's agreement to grant said permission, and regardless of whether or not rent is paid, the undersigned does hereby, and for his or her heirs, executors, administrators, successors and assigns, release, quit and forever discharge the District and its agents or employees of and from any and all claims, actions, causes of action, damage, costs, expenses and compensation whatsoever on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen bodily and personal injury and property damage resulting or to result from the use of the District's property in accordance with the undersigned's request. In addition, Lessee covenants and agrees to indemnify and hold harmless the District from any penalty, damages or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of the District or those holding under the District, and will indemnify and hold harmless the District from losses, costs, damages or expenses (including reasonable attorney's fees and costs), arising out of or from any accident or other occurrence on or about the premises causing injury to any person or property whatsoever and will hold the District harmless and indemnify it for any and all claims, for losses, costs, damages or expenses (including reasonable attorney's fees and costs), arising out of any failure of Lessee with respect to compliance or performance of any or all requirements and provisions of the use or rental agreement for the premises.

The District further reserves the right to require, and in such event the Lessee agrees, at Lessee's expense, during the term hereof, to provide the District with public liability insurance with insurers approved by the District with coverage adequate to protect against liability from damage claims through public use of or arising out of accidents occurring in or around the premises in a minimum amount of \$1,000,000 for each person injured, each occurrence, and property damage. The insurance policy shall provide coverage for contingent liability of the District on any claims or losses. Certificates of insurance reflecting the above coverage and naming the District as an additional insured shall be delivered to the District not less than five (5) days prior to Lessee's use or rental of the school facility.

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Signature of Lessee

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Date