



**FACILITY USE APPLICATION AND AGREEMENT**

**Information Regarding Organization Requesting Use of District Facility**

Name of organization: \_\_\_\_\_

Address of organization: \_\_\_\_\_

Name and title of organization representative: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Emergency contact name and cell phone number: \_\_\_\_\_

**Information Regarding Requested Use of Facility**

Facility to be used (identify school/room(s) or outdoor facility): \_\_\_\_\_

\_\_\_\_\_

Date(s): \_\_\_\_\_

Start and end times: \_\_\_\_\_

Activity or event: \_\_\_\_\_

Anticipated number of participants: \_\_\_\_\_

Equipment (to be furnished by the organization and used during the event): \_\_\_\_\_

\_\_\_\_\_

**Acknowledgements and Agreements**

By signing below, the organization acknowledges and agrees to the following:

1. This application, and use of the facility as requested, is subject to approval by the School District.
2. The organization must comply with all applicable laws, regulations, ordinances, School Board policies, the School District's Administrative Regulations for Use of Facilities, and the School District's rules relating to the use of the facility.
3. If the organization's use of the facility is approved by the School District, the organization is responsible for the applicable fees set forth in the School District's Administrative Regulations for Use of Facilities.
4. The organization assumes responsibility for the costs of any damage to the School District's facilities resulting from the organization's use of the facilities.

5. The organization is prohibited from representing itself as school-related or otherwise affiliated with the School District.
6. The organization is solely responsible for compliance with all applicable procedures required by law or otherwise necessary to ensure the safety of the organization's participants, which may include personal protective equipment, social distancing, supervision, security, or other safety-related personnel or procedures. The organization agrees that the School District bears no responsibility for any such personnel or procedures.
7. The organization, at its expense, will maintain insurance covering the organization's use of the School District's facilities, as follows:
  - a. The organization must maintain General Liability Coverage (to include coverage insuring against claims for death and bodily injury arising out of the organization's use of the School District's facilities), with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
  - b. A certificate of insurance evidencing the required coverage must be provided to the School District upon approval of this application.
  - c. The insurance policy must name as additional insureds: Elmwood Park Community Unit School District No. 401 and its Board of Education, Board members, employees, and volunteers.
  - d. The organization's coverage must be provided on a primary noncontributory basis without regard to other insurance District 401 may carry.
  - e. The organization's insurer must be licensed by the State of Illinois and rated A-VII or better by A.M. Best.
8. Indemnification and Hold Harmless
  - a. The following definitions apply to this section:
    - i. "The School District" includes Elmwood Park Community Unit School District No. 401, the Board of Education of Elmwood Park Community Unit School District No. 401, and the Board's members, employees, and agents in their official and individual capacities.
    - ii. "The Organization" means the entity seeking to use the School District's facilities, as identified herein.
    - iii. "Liabilities" means liabilities, losses, damages, claims, demands, judgments, causes of action, costs, expenses, and reasonable attorneys' fees. "Liabilities" includes (but is not limited to) claims arising out of the coronavirus pandemic (or any other pandemic), including such claims for personal injury or other damages arising out of the Organization's event.
  - b. In consideration of the Organization's use of the School District's facilities, and to the fullest extent permitted by law, the Organization shall indemnify, hold harmless, and defend the School District against any and all Liabilities arising out of or resulting from the Organization's

use of the School District's facilities or the Organization's failure to comply with any applicable laws, regulations, policies, or procedures.

- c. The foregoing provision shall not be deemed an abrogation or waiver by the School District of any defenses or immunities available under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, *et seq.*

**The undersigned certifies that he/she is fully authorized to sign this Application and Agreement on behalf of the organization, and that his/her signature appropriately binds the organization to the terms of this Application and Agreement.**

ORGANIZATION

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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**For School District use only:**

Approved

Denied

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Signature of School District Representative

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Date

### **ADMINISTRATIVE REGULATIONS FOR USE OF FACILITIES & CHARGES**

You have requested the use of a District #401 facility. The following information outlines the policies and procedures dealing with the rental of school facilities. These procedures are governed by the Board of Education Policy 8:20. Please read this information carefully and return the Use of Facilities Request form attached. No facilities or rental dates can be approved until the proper application forms and certificate of insurance are received by the District.

### **GENERAL STATEMENT**

School facilities are available to the community for education, civic, cultural, and other non-profit uses consistent with the public interest when such use does not interfere with school programs or school-sponsored activities.

The use of school facilities for school purposes takes precedence over all other uses. Persons on school premises must abide by the District's conduct rules and policies at all times.

The Board of Education recognizes the investment that the community has made in the District #401 building facilities. Citizens of the community may use these facilities, pursuant to the rules set by the District and subject to approval by the Superintendent or designee. The District reserves the right to refuse an application or cancel a contract for use of the facilities, based on the priorities and operational needs of the District.

### **TYPES OF ACTIVITIES PROHIBITED**

1. Any activities prohibited by State or federal law or local ordinance. This includes any activity that involves illegal discrimination based on race, sex, religion, national origin or any other protected category.
2. Any activity that may cause damage to District property, including its buildings, grounds or equipment.
3. Any activity that conflicts with school activities, programs or events or that is inconsistent with the educational goals of the District.

### **TERMS AND CONDITIONS**

1. Smoking and use of all tobacco products is not permitted in District #401 buildings or on District #401 property.
2. No alcoholic liquors or beverages may be brought to or consumed in the District #401 buildings or on District #401 property.
3. Sale of food or liquids is not permitted in District #401 buildings or on District #401 grounds except by special written approval at the time of application.
4. District #401 student groups, school-related organizations, and government agencies will take priority over any request. In certain instances this may occur after approval has been given.
5. Elmwood Park oriented organizations will have priority over outside organizations with respect to the use of District #401 facilities. For purposes of these procedures, "Elmwood Park oriented organization" means:
  1. An organization that is sponsored by the Village of Elmwood Park; or
  2. A non-profit organization that conducts activities in Elmwood Park and has a membership majority (at least 51%) of Elmwood Park residents; or
  3. For a national or Statewide non-profit organization, the local chapter that conducts activities in Elmwood Park and has a membership majority (at least 51%) of Elmwood Park residents. For such organizations, only the local chapter (and not any other chapters) will be considered an Elmwood Park oriented organization.
6. A facilities usage request form must be completed and submitted to the District, allowing enough time for all proper approvals and necessary scheduling to take place.

7. All approved activities must be directly supervised by an adult who is at least 21 years old and out of high school.
8. Reserved times for team practices or games are for team use and not for the personal training time or use of the supervisors or other adults.
9. Approved applications are non-transferable.
10. Applications involving more than 50 people in attendance may require a paid security officer be present at the District #401 facility. Groups of more than 100 may require additional security officers be present. However, the District may require security officers to be present for events with less than 50 people in attendance, when the District feels it is in its best interest to do so. Security will be paid by the facility user.
11. Notice of cancellation of an approved application, by the applicant, must be given at least three (3) business days in advance of the scheduled date. Failure to provide proper notification of cancellation could result in a fee being charged to cover scheduled expenses associated with the said usage.
12. No bicycles, roller blades, skateboards, etc. are allowed on the track, tennis courts or walking/jogging path.
13. Tennis shoes are required footwear for the track and tennis courts. No spikes are to be worn.
14. When players are waiting to use a tennis court or sand volleyball court, occupants of the courts will limit their play to one (1) hour duration.
15. Any damage should be reported to the Director of Buildings and Grounds, at 708-583-5859.
16. Private instructors charging lesson fees on District #401 property must obtain a public permit or license for local ordinance compliance and pay applicable fees (see Rate Chart). A copy of the permit must be submitted with the Use of Facilities form.
17. The District has the right to close a facility due to repair, maintenance, or detrimental weather conditions at any time.
18. All events must be concluded by approximately 9:00 p.m. since the lights must be shut off and gates must be closed at 9:15 p.m. Special arrangements must be made ahead of time for any events that must run past 9 p.m.

**AVAILABILITY OF FACILITIES TO THE PUBLIC**  
**weather permitting**

**Days when school is not in session due to legal holidays**

The driveway gates will be locked. The tennis courts are available from 7 a.m. until 9:00 p.m.

**Sundays**

Only outside facilities are available on a Sunday. A special request can be made to the Superintendent.

**Days when school is in session**

The sand volleyball courts and walking/jogging path are available from 6:30 a.m. – 7:45 a.m. and from 3:30 p.m. - 9:00 p.m. During the school day, (7:45 a.m. - 3:30 p.m.) facilities are not available for public use. During fall and spring tennis competitive seasons, courts are not available until after high school usage ends.

**Saturdays and summer usage**

Gates open from 7:00 a.m. to 9:00 p.m. Tennis courts, walking/jogging path and sand volleyball courts are open.

**Seasons**

There are two (2) seasons: Summer and Winter. A Summer Season is from the first day of March to the last day of October and a Winter Season is from the first day of November to the last day of February. The Winter Season will not have any outdoor facilities available for use. A special request can be made to the Superintendent.

**THE RUNNING TRACK AND STADIUM ARE CLOSED TO THE PUBLIC EXCEPT WITH SPECIAL WRITTEN PERMISSION FROM THE FACILITIES MANAGER AS PER BOARD POLICY 8:20 AR1, USE OF FACILITIES AND CHARGES.**

**RESPONSIBILITIES OF APPLICANT:**

1. A FACILITIES REQUEST FORM MUST BE COMPLETED. (See attached.)
2. REQUEST FOR FACILITY USE MAY NOT BE EARLIER THAN THREE MONTHS FROM THE FIRST DATE OF USE. FACILITY REQUESTS MUST BE SUBMITTED TO THE "SITE COORDINATOR." FOR THE ELEMENTARY AND MIDDLE SCHOOLS, THIS IS THE PRINCIPAL AND AT THE HIGH SCHOOL IT IS THE ATHLETIC DIRECTOR.
3. FACILITIES REQUEST MAY BE RE-EVALUATED AND CHANGED WHEN NECESSARY AT THE DISCRETION OF DISTRICT #401.
4. IF THE REQUEST IS FOR MULTIPLE DAYS, AN OFFICIAL SCHEDULE OF PRACTICES AND GAMES MUST BE DELIVERED TO THE SITE COORDINATOR AT LEAST ONE MONTH IN ADVANCE OF THE FIRST DATE TO PREVENT CANCELLATION OF YOUR REQUEST.
5. A CERTIFICATE OF INSURANCE MUST INCLUDE:
  - A. MINIMUM OF \$1,000,000.00 COMBINED SINGLE LIMIT
  - B. \$5,000 MEDICAL PAYMENT, PER OCCURRENCE
  - C. DISTRICT #401 MUST BE NAMED AS AN INSURED PARTY.
6. A HOLD-HARMLESS AGREEMENT MUST BE PROPERLY COMPLETED AND SIGNED. (See attached.)
7. REGARDING ACTIONS DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH THE USE OF SCHOOL FACILITIES, APPLICANTS ARE RESPONSIBLE FOR ALL DAMAGES TO BUILDING, EQUIPMENT, AND FIXED ASSETS AT CURRENT MARKET PRICE FOR MATERIALS AND LABOR. FAILURE TO REIMBURSE SAID FEES FOR DAMAGES WILL RESULT IN DENIAL OF FUTURE USE OF DISTRICT FACILITIES AND POTENTIAL LEGAL ACTION.
8. ANY INJURY MUST BE REPORTED TO THE FACILITY REPRESENTATIVE IMMEDIATELY. A COMPLETED ACCIDENT REPORT WILL BE REQUIRED. (See attached.) FAILURE TO REPORT AN INJURY MAY RESULT IN DENIAL OF FUTURE USE OF DISTRICT FACILITIES.
9. IF AN ELMWOOD PARK ORIENTED ORGANIZATION, PROOF OF ITS MEMBERSHIP BEING A MAJORITY OF ELMWOOD PARK RESIDENTS MUST BE PROVIDED.

**RENTAL CATEGORIES FOR ORGANIZATIONS**

**CLASS I: NO FACILITY CHARGES. PERSONNEL CHARGES ONLY.**

A Class I designation applies to all District #401-related teams, groups, and organizations, and athletic and NON-ATHLETIC Elmwood Park oriented organizations.

**CLASS II: REQUIRED EQUIPMENT AND FACILITY CHARGES / DESIGNATED PERSONNEL CHARGES.**

(Facility charge includes energy charge.) A Class II designation includes all for-profit entities, and any organization that is not related to District #401 and that charges an admission or fee to attend or participate in a performance, game, event, or class. These groups are charged for the use of facilities and may be charged for personnel costs when District personnel are not on duty. (See "Rate Chart".)

**CLASS III: OTHER DESIGNATED PERSONNEL, EQUIPMENT, AND RATED FACILITY CHARGES.**

A Class III designation applies to any non-profit organization that is not Elmwood Park oriented. These groups are charged for the use of facilities and may be charged for personnel costs when District personnel are not on duty. (See "Rate Chart".)

NOTE: NON-PROFIT ORGANIZATIONS MUST HAVE AND SHOW PROOF OF TAX-FREE STATUS AS DEFINED BY REGULATIONS OF THE FEDERAL AND STATE GOVERNMENTS.

**RATE CHART**

**SCHEDULE OF ENERGY CHARGES AND RATED FACILITY CHARGES (per hour)**

<b>AREA</b>	<b>I</b>	<b>II</b>	<b>III</b>
<b>ELEMENTARY/MIDDLE</b>			
John Mills Clubroom	No Charge	45.00	25.00
Elementary Gymnasium	No Charge	150.00	50.00
Elm Middle School Main Gymnasium		150.00	50.00
Elm Middle School Second Gymnasium		150.00	50.00
Elm Middle School Ball Field		150.00	50.00
Elmwood Elementary Ball Field		150.00	50.00
Lunch Room (no kitchen use)		30.00	20.00
Lunch Room (with kitchen)		100.00	50.00
All other rooms		40.00	25.00
<b>HIGH SCHOOL</b>			
Main Gymnasium	No Charge	180.00	60.00
East/South Gymnasium		150.00	50.00
Auditorium		250.00	100.00
LGI Room		100.00	50.00
Cafeteria (eating area)		75.00	50.00
Cafeteria (kitchen area)		150.00	75.00
Classroom		50.00	30.00
Stadium (Track)		150.00	75.00
Stadium Track (with lights)		350.00	175.00
Stadium (Football, Soccer)		750.00 (2 hr/mini mum)	500.00 (2 hr/min imum)

Stadium (Football, Soccer; with lights)		950.00 (2 hr/minimum )	600.00 (2 hr/minimum)
Fields	No Charge	\$200	\$100
Tennis Courts		<i><b>Teaching Permit - \$25</b></i>	25.00
		<i><b>Hourly Charge \$50 for up to two courts</b></i>	

**CHARGES FOR PERSONNEL PER HOUR**

<b>POSITION</b>	<b>OVERTIME/hr.</b>	<b>HOLIDAYS/hr.</b>
Custodial	Current contracted rates apply.	Current contracted rates apply.
Security (4 hr. minimum)	Current contracted rates apply.	Current contracted rates apply.
Auditorium Lighting System w/tech	Current contracted rates apply.	Current contracted rates apply.
Auditorium Sound System w/tech	Current contracted rates apply.	Current contracted rates apply.

**NOTE: All rates subject to change in conformance with policies of the Board of Education and with negotiated agreements.**

**HOLD HARMLESS AGREEMENT**

The undersigned Applicant for the use of facilities and/or equipment of Elmwood Park Community Unit School District #401, Cook County, Illinois (“District”), hereby agrees to indemnify, hold harmless and defend the District from any claim for property or personal injury, including death, and from any loss arising out of the facilities use granted by the District. The Applicant further agrees to indemnify, hold harmless and defend the District from any claim for property or personal injury and from any loss arising out of the Applicant's failure to perform any obligation to the District under the District’s Board policies, its Administrative Regulations for Use of Facilities and its general rules on the use of school buildings, grounds, and equipment. Loss, as used in this Agreement, includes, but is not limited to, the District’s reasonable attorney’s fees and costs and expenses of investigation, litigation and/or settlement of any such claim or loss. As used in this Agreement, the term “District” includes the Board of Education and its members, employees and agents in their official and individual capacities.

\_\_\_\_\_  
Applicant (print name)

\_\_\_\_\_  
Applicant’s Signature

\_\_\_\_\_  
Date

**PREVIOUS REVISIONS:** December 17, 2008, January 15, 2009, January 21, 2009, June 21, 2010 and September 19, 2012, January 20, 2016

**FIRST REVISION:** May 15, 2019

**FIFTH READING:** September 18, 2019

**ADOPTED:** September 18, 2019, *changes to take effect immediately*