

THORNTON TOWNSHIP HIGH SCHOOL DISTRICT 205
APPLICATION AND CONTRACT FOR RENTAL OF SCHOOL FACILITIES

Name of Organization: _____ Today's Date: _____

Contact: _____ Home Phone: _____ Cell Phone: _____

Address of organization: _____ Work Phone: _____
(No PO Boxes)

City: _____ State: _____ Zip: _____

Email Address: _____ Category of renter*: _____

*Refer to *Categories of Renters and Basic Rental Charges*

Rental Area: School _____
First Choice Second Choice Third Choice

Area(s)* _____

* Provide attachment if necessary to list all spaces and times

Rental Date(s) _____

Start and End Time of Use _____

Type of Activity _____ Number of Attendees _____

School Equipment Required _____

By submitting this request, the applicant states that for and on behalf of the named organization, that they have read, understood and agree to comply with all rules and regulations of renting Thornton Township High School District 205 facilities listed on the following pages, and agrees to provide all required certifications and documentation in the time frames indicated. Failure to provide all required certifications, documentation and payment for fees will result in cancellation of this rental request. Further, the applicant states that they are the legal sponsor or representative of the organization requesting use of the facilities. The applicant hereby agrees individually and on behalf of said organization, to indemnify and forever hold harmless Thornton Township High School District 205, its officers, directors, board members, agents and employees, individually and collectively, from any claims or causes of action, which might arise from or during the use of any Thornton Township High School District 205 property.

Please allow four weeks for processing your request. After processing, you will receive an email response to the address you provided with a fee estimate and the amount of deposit due with payment due dates.

Thank you for your interest in renting our facilities.

(Signature of Rental Applicant)

(Date)

Required signature on this document certifies that Rental Applicant has read, understands and agrees to comply with Thornton Township High School District 205 Rental of School Facilities – Terms and Conditions of Rental.

FOR OFFICE USE ONLY – DO NOT WRITE BELOW THIS LINE

(Approval by Manager of Operations)

(Date)

Rental # _____

CATEGORIES OF RENTERS AND BASIC RENTAL CHARGES

Staff hourly charges and processing fees apply to all categories of renters, regardless if a basic rental charge is applied or not, unless specifically waived via contractual agreement with the Board of Education.

1. Local units of government and other organizations with taxing authority.
 - a. In-District - No basic rental charge, if not revenue generating for the renter.
 - b. In-District - Basic rental charge schedule A, if revenue generating for the renter, and/or if coaches, instructors or other renter event staff receive salary, stipend or other compensation for the event.
 - c. Out-of-District - Basic rental charge schedule B.
2. Booster clubs and other recognized parent organizations which raise money to directly support District activities.
 - a. No basic rental charge.
3. Private music lessons by District and non-District personnel.
 - a. No basic rental charge, if conducted during the normal school day.
 - b. Basic rental charge schedule A, if conducted after school, on weekends, or during summer hours.
4. Feeder programs, sports camps, activities, test prep programs.
 - a. No basic rental charge.
 - b. Basic rental charge schedule A, if revenue generating for the renter, and/or if coaches, instructors or other renter event staff receive salary, stipend or other compensation for the event.
5. Established churches and congregations for religious activities.
 - a. In-District - Basic rental charge schedule A.
 - b. Out-of-District - Basic rental charge schedule B.
6. Non-governmental organizations open to the public.
 - a. In-District, not-for-profit - Basic rental charge schedule A
 - b. In-District, for-profit - Basic rental charge schedule B
 - c. Out-of-District, not-for-profit - Basic rental charge schedule B
 - d. Out-of-District, for-profit - Basic rental charge schedule C
7. Charity events with significant involvement by or benefit for District students or staff. The charity must be recognized by and registered with State and Federal governments to qualify.
 - a. No basic rental charge.
8. Birthday Parties

THORNTON TOWNSHIP HIGH SCHOOL DISTRICT 205 RENTAL OF SCHOOL FACILITIES

Terms and Conditions of Rental

1. All rental applications must be submitted to the District 205 Operations Department for processing and approval a minimum of 30 days prior to the proposed event date. No rental agreements or other contracts for facilities use may be approved by individual buildings.
2. Use of facilities for District purposes shall take precedence over all non-District requests. Requests from organizations with whom the District has an Intergovernmental Agreement on file in the Operations Department office will be filled next. Requests for facilities from other organizations will be filled on a first-come, first-served basis.
3. A signed Application and Contract for Rental of School Facilities, certificate of insurance, and deposit must be on file in the District Operations office five days prior to the event. For first time renters, 100% deposit is required including a complete application, five days prior to the event date. For returning renters the deposit will be 50% of the total estimated rental cost, due five days prior to the event date. For all renters, if the total estimated cost is less than or equal to \$100.00, the full amount is due five days prior to the event date. All days are counted as regular school business days when school offices are open.
4. Public bookings cannot be guaranteed until the school calendar and activity calendar for any particular school year have been approved and announced.
5. Renting organizations are cautioned not to make reservations, print tickets, or make other irrevocable commitments until they have received a letter of agreement, signed by the Manager of Operations.
6. All cancellations must be received two business days (48 hours) prior to the event start time. Cancellations received less than two business days or 48 hours prior to the event start time will result in a minimum two-hour event charge, at the contract rate established for the event rental.
7. The Manager of Operations has the discretion to cancel any rental or facility use event given appropriate circumstances, within reason, with no time restriction prior to the event starting or at any time during the event.
8. All charges must be paid within 30 days of the end of the rental, adjusted for actual use of spaces and time charged for staff services.
9. Renters with any outstanding fees will not be permitted to rent additional facilities until all past due amounts are paid.
10. Any rentals for swimming pool facilities require the renter to provide a trained and certified lifeguard for the duration of the rental. District 205 will not provide the lifeguard for the rental. At the time of application for a swimming pool facility, the full name and home address of the lifeguard shall be provided along with copies of the lifeguard's training and certification documents. The lifeguard shall be considered an employee of the renter and be covered by the renter's insurance for the rental event.
11. Staff services charged for an event are at the discretion of the Assistant Principal and Building and Grounds Supervisor at the rental site, depending on the type of rental and condition of the building when the rental is completed. Any staff services used for a rental must be reported to the Operations Department within 24 hours of the rental event. The Operations Department will add the cost of any staff services to the next billing to the renter.
12. The District will require District custodial staff to open and close the building for renters. No renters will be given keys or other access credentials for any facility. District staff are assigned to the building for the duration of the rental period. Custodians will start one half hour prior to the start of the scheduled rental and work as necessary after the completion of the rental. All hours charged, including this extra time outside the scheduled time of the rental, will be charged to the renter. Custodians will have a work assignment by the District to meet the District's needs during the rental event, and all time for the custodians will be charged to the renter.
13. There will be a two-hour minimum charge on all facilities rented.
14. All events, including weeknights, will be charged a minimum one-hour custodial fee.
15. At certain times and/or activities the District may require additional adult supervision, chaperones, police or fire personnel. All additional expenses resulting from these additional needs are the responsibility of the renter.
16. Renters are restricted to the use of the specific area(s) and times rented. All renters and their participants shall confine themselves to those spaces and times. Charges will apply for extra time and space used.
17. Subletting of rental spaces is not permitted.
18. Insurance must be provided for all rentals, five days prior to the start of the rental, without exception. The minimum insurance provided must meet the following specifications:
 - a. Commercial general liability coverage utilizing an Insurance Services Office occurrence coverage form CG00010196, or its equivalent, including broad form contractual liability with the limits as follows:
 - i. Each occurrence - \$1,000,000
 - ii. General Aggregate - \$2,000,000
 - iii. Personal & Adv Injury - \$1,000,000
 - iv. Damage Liability - \$50,000
 - v. Workers Compensation, including a waiver of subrogation.
 - vi. An additional insured endorsement CGL2023, or similar, in favor of Thornton Township High School District 205 must be included.
 - b. All insurers must be licensed in the State of Illinois and carry a Best's rating of A- or better, and a financial size rating of V or better.

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- c. A certificate of insurance referencing the Contract for Rental of School Facilities as an insured contract, and specifically identifying Thornton Township High School District 205 as an additional insured using CGL2023 or similar endorsement, together with a certified copy of the CGL2023 or similar endorsement, must be presented prior to being permitted onto any Thornton Township High School District 205 premises.
 - d. The name of the insurance certificate holder must match the name of the renter on the rental application. If the names do not match, the rental application will not be approved. If all insurance certificates are not received in the Operations Department office five days prior to the start of the rental, the rental will be cancelled.
- 19. Renters are responsible and liable for any damage to school property which occurs as a result of the rental.
- 20. Renters shall not attach any item to District property or make any modification to any building structure, grounds or equipment.
- 21. Limited movement of furnishings will be allowed with prior approval. If special set-up is required, it must be pre-arranged five days prior to the event. The District's time involved in set-up or resetting a space will be charged to the renter. The renter is prohibited from bringing in any heavy equipment and/or items in the building that may damage floors, walls, ceilings or any building system. All furnishings must be returned to their original positions at the conclusion of the event.
- 22. The District reserves the right to restrict and remove specific areas of the buildings or grounds from the rental program.
- 23. The District reserves the right to restrict ingress, use of space, and egress from an event to specific areas of the building or grounds and specific pathways of travel.
- 24. Thornton Township High School District 205 reserves the right to require references from first-time renters.
- 25. Renters must supply ample adult (21 years or older) supervision for rentals involving minors, at a rate of at least one adult for every 15 minors. Adult supervisors are responsible for maintaining order and control of their minors during the rental.
- 26. Vending machines shall not be turned off or otherwise rendered inoperable for any rental.
- 27. Cafeteria Kitchens are not available for use by renters. All food prepared or served on-site shall be through District food service staff only.
- 28. Renters who intend to serve food must comply with the District's requirements related to safe food preparation and handling.
 - a. All food provided during a rental must be prepared by a commercial restaurant or catering business that has a current inspection from the Illinois Department of Public Health or local municipal Health Department.
 - b. The renter must provide a current copy of the most recent Health Department's sanitation inspection certificate from the catering firm/restaurant prior to the start of the rental. If the inspection certificate is not received five days prior to the start of the rental, the rental will be canceled.
 - c. No food may be served that was prepared in a private home.
- 29. For-profit renters must advertise in any promotional materials and have posted in the space being rented the following statement, "Thornton Township High School District 205 is not sponsoring, supporting or endorsing this event. Thornton Township High School District 205 is not connected with, and assumes no liability for this event."

RESTRICTIONS

- 1. Renters must comply with fire codes, life safety codes, and all other applicable local, State and Federal laws.
- 2. No alcohol, narcotics, illegal drugs, tobacco products, weapons or firearms are allowed on District property.
- 3. No violence or fighting of any sort.
- 4. No smoking is allowed on District property.
- 5. No food or drink shall be sold or consumed on District property without prior District approval.
- 6. Rental events shall not be political in nature, subversive to the US Government, immoral, in violation of any local, State or Federal law, or discriminate against race, color, national origin, religion, sex, disability, age (40 or older), genetic information, marital status, sexual orientation, citizenship status, military status, unfavorable military discharge, gender identity, arrest record, victims of domestic violence or order of protection status.
- 7. All driveways must be kept open to allow for the movement of traffic and fire equipment; parking is permitted only in marked parking spaces, there is no parking in driveways or grass areas; all school and municipal parking regulations apply and are police enforced.
- 8. No group shall attempt to raise funds or solicit contributions without prior District 205 approval.
- 9. Only legal games of chance are allowed on District 205 property. Any necessary municipal or other legal permitting is the sole responsibility of the renter.
- 10. Animals or pets of any kind are prohibited on District 205 property with the exception of service animals. Service animals are welcome inside the buildings but must remain on a leash or in a harness and under the direct control of the owner at all times.
- 11. Balloons are not permitted in any District building or on any District property.
- 12. No tipping of District staff is permitted.

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13. All rental events are automatically cancelled when an emergency event or severe weather event is declared.
14. Rentals shall be to groups only, for educational or civic gain.
15. Profanity will not be tolerated by any renter, rental participant or rental attendee.
16. No building keys or access credentials will be given to renters, students or other unauthorized personnel.
17. The distribution of literature or materials must have prior District approval.
18. Rental hours are 6am to 10pm, Monday through Thursday and Sunday, and 6am to 11pm Friday and Saturday. No overnight rentals will be permitted.
19. No field work is permitted on any grounds, including mowing, raking or dragging of fields.
20. No motorized vehicles or equipment are permitted on any athletic surfaces, grass areas, sidewalks, restricted areas or any other area other than designated parking areas.
21. 110V power (only) is available for tenant use during the specified time of the rental.
22. Renter's participants must observe all parking restrictions on District property. Renters may not charge for parking and must provide supervision and crowd control in parking areas, if required by the District.
23. No use of fire, flame, smoke, smoke or fog generation equipment, or fireworks of any kind are allowed on District property.
24. Renter assumes full responsibility, and shall reimburse the District within 30 days of receipt of notice, for the cost of repair of any damage resulting from renter's activity. The District shall not be responsible for any damage whatsoever to renter's property.
25. All school grounds close at dusk.
26. All debris and litter must be removed from school grounds after use.
27. Certain stage, AV or technology equipment requires special handling. District personnel are required to operate this special equipment for all rentals, regardless of renter's previous experience with same or similar equipment. All associated staff costs or operations will be billed to the renter.
28. Equipment innate to an area will be part of the rental agreement with applicable charges. No movement or changes of the equipment may occur without prior approval and specifically indicated in the rental agreement.
29. Special arrangements for the use of equipment may be possible with prior approval, and when specifically indicated in the rental agreement. The District will not lend or rent equipment for use outside the school.
30. The District will encourage and endeavor to rent facilities on a shared basis, thus lessening the energy cost impact to the school district. Likewise, where possible, the District will specify specific heating/cooling zones of the building to be used for an event.
31. Saturday, Sunday or school holiday rentals will only be approved when no other dates are available or appropriate.
32. Air conditioning (where available) must be specifically requested in writing and energy surcharges may apply.
33. The renter shall indemnify, hold harmless, and at the District's option, defend the District from any and all claims against, and losses incurred by the District arising out of our renter's use of District Facilities under this agreement. Renter waives and promises not to bring any claims against the District arising out of the renter's use of the District Facilities, except for a breach of the agreement. As used in this paragraph: (1) the term "District" includes the Board of Education of Thornton Township High School District 205 and its officers, members, and employees in their official and individual capacities; (2) the term "claim" includes any administrative or judicial proceeding brought against the District, the threat of any such proceeding, or the demand for the payment of money or other relief for any injury including, but not limited to, personal injury, death or District Facilities damage; and (3) the term "loss" includes any monies expended by the District as a result of a claim, including the District's reasonable attorney fees incurred in response to a claim.
34. If Renters violate any terms of the rental agreement, the District may terminate the use of District Facilities immediately and future rental requests may be denied.
35. State law prohibits a child sex offender from being present on District property or loitering within 500 feet of District property. 720 ILCS 5/11-9.3. The Renter hereby certifies that he/she has checked the Illinois Sex Offender Registration Information website at <http://www.isp.state.il.us/sor/sor.cfm> and that none of the personnel or participants involved with the Renter, or the program sponsored by the Renter, utilizing District Facilities appear on the Registry as of the date of the rental event.
36. The District reserves the right to deny access to any facility user and service provider who has been convicted of any crime including but not limited to sexual abuse, is or has been a registered sex offender, has ever been convicted of any offense in relation to the use, sale, possession, or transportation of narcotics or habit forming and/or dangerous drugs, or is presently or habitually under the influence of dangerous drugs or chemicals, narcotics or intoxicating beverages.