USE OF SCHOOL FACILITIES AND GROUNDS

Philosophy:

Evergreen Park Community High School encourages the community to use its facilities for educational, wellness, civic, cultural, and recreational activities in a safe, secure, and fiscally responsible manner.

Types of Activities Prohibited:

- Any activity that is prohibited by state, federal, or local statutes.
- Any activity that may be harmful to the building, grounds, or equipment or students, staff, or other individuals present.
- Any activity that conflicts with school activities.
- Activities that are deemed to be discriminatory in the legal sense.
- Any activity that allows the presence of illegal drugs, alcohol, tobacco products or gambling.
- Tailgating and grilling

Liability:

The District Board of Education requires organizations to provide proof of liability insurance naming Evergreen Park Community High School District 231 as additionally insured for a minimum of one million dollars ($1,000,000) for each occurrence. This Certificate of Insurance must be presented to the District after tentative approval for the event but no less than five (5) business days before the event date.
The organization making use of the District 231 facilities shall agree to indemnify the School District 231 for any and all damages to the school or other property by any person or persons attending the event and likewise School District 231 against all liability and all damages to any person or persons for injuries including death. Verification of this understanding shall be in the form of a Hold Harmless Agreement provided by the District. The Hold Harmless Agreement must be signed by the organization and submitted along with the Certificate of Liability Insurance and the Additional Insured Endorsement after the tentative approval for the event by no less than five (5) business days before the initial event date. In addition, the organization signing the agreement shall require individual participants and parents/guardians of minor participants to sign individual waivers, waiving and indemnifying the district.

The using organization assumes full responsibility for any damage or loss of school property arising from or in any way connected to the organization's event and agrees to replace such property promptly without expense to the District. The District will retain sole discretion as to whether repair or replacement is necessary.
Once an organization signs the Hold Harmless Agreement, the organization shall be subject to the terms of the Hold Harmless Agreement whenever the organization uses a District facility on and after the date the Organization signs the Hold Harmless Agreement.

Application:

An Application for Use of School Facilities and Grounds shall be submitted to the Superintendent or designee a minimum of one month prior to the date of the event or activity. The District shall reserve the right to require sufficient time for a full investigation of all applications for the use of the facilities.

Approval Procedure:

Disposition of the request for use of the school facilities will be provided to the requesting organization by the Superintendent or designee in a timely manner. The District reserves the right to periodically revise, update, and/or otherwise amend any part of the Facility Use Agreement.

The final rental invoice is due within 30 days of billing.

Cancellation:

Cancellation of approved facility use requests may be affected by notifying the Superintendent or designee in writing a minimum of forty-eight (48) hours in advance of the date of the event
or activity. Failure to do so may render the organization responsible for any and all obligations that may be incurred by the school.

Revocation:
Approved facilities use requests shall be revocable and shall not be considered as a lease. The Board of Education of District 231 or its designee retains the right to reject any application or cancel any approved request if the event conflicts with a school sponsored activity or otherwise deemed necessary or appropriate by the District.

The inability of the organization to provide proof of liability insurance and/or other required documentation at least (5) prior days to the initial scheduled event will result in the cancellation of the approval. Cancellation or termination of the Certificate of Liability Insurance during the term of a Use Agreement will also result in cancellation of the approval.
Consideration of future building rental approval for all organizations will be based upon the strict adherence to the terms and conditions contained in this use agreement to include the payment of all fees in a timely manner.

Supervision:
The organization's supervisor or designated representative must remain on site during the entire activity and have a copy of the rental agreement in their possession.

All activities must be under competent adult supervision. Organizations hosting activities where minors will be present must undertake reasonable criminal background checks of all supervisors and designated representatives.

Organizations must provide ample supervision for their event/activity. The District requires a minimum of one adult for every twenty (20) minors and/or every fifty (50) adults. Supervisors are responsible for maintaining order and control of all participants and spectators present for an activity while participants and representatives are on District property

Regulations:
Congregating and loitering in the hallways and other parts of the building not expressly included in the rental agreement are strictly prohibited. District-owned equipment items required for the event must be identified at the time of application. Rental rates for any equipment will be determined at the time of application.
Unless specific arrangements have been approved at the time of the application, equipment owned by the school shall not be used by the organization (i.e., tables; chairs; audio/visual equipment; stage scenery; musical instruments; PA systems; electronic scoreboards; athletic or physical education equipment; etc.).
School furniture or equipment may not be moved without prior approval.

An approved request form (Use Agreement) is revocable and is not a lease but rather a personal and revocable license. Use of the facilities will be limited to the provisions of the approved request in matters of but not limited to days, hours and areas.
The use of tobacco or intoxicating beverages in or on school property inclusive of sidewalk areas directly outside the building and designated parking areas is prohibited.
All applicable state statutes, municipal ordinances, police and fire regulations including space occupancy limits must be observed.
Consumption of soft drinks or food products of any kind is limited to designated areas only unless noted otherwise on the facility use application.
Games of chance such as lotteries and bingo are prohibited. Split-the-pot and similar raffles are allowed, subject to Illinois law. Local permits may be required.
Equipment or apparatus provided by the approved organization must be removed promptly to avoid interference with the normal school program. The intent and type of equipment/apparatus being brought into the building must be acknowledged and approved by the District at the time of application.

Authority:
The Superintendent or designee shall be authorized to act in any cases not specifically covered by this policy or other District policies and/or procedures.

Facility Use Rates:
Applicable charges for the use of the facilities shall be determined by the three general classifications/groups making application (see attached schedules "A" and "B").

***Rates for sports clubs or teams with rosters of more than 50% Evergreen Park residents may be discounted up to 50%.**

Group I
No fees; the Board of Education subsidizes all building usage by the group.
Examples of Group I entities are as listed but not limited to the following:
Current Evergreen Park High School students: approved curriculum events, sports and activities, and EPCHS official parent groups such as Boosters, STamPede, EPCHS Educational Foundation, etc.

Group II
Fee definitions: Cost recovery may include custodial fees, supervision/security fees, utilities and/or fees to offset wear and tear on space and equipment.
Examples of Group II entities are as listed but not limited to the following:

District 231 area (Evergreen Park) non-profit groups such as feeder schools, in-district private schools, Evergreen Park Recreation Department, Village of Evergreen Park, Evergreen Park Fire and Police Departments, IHSA, community education offerings, etc.
Charges for personnel and/or space use may be waived by the District for use during the hours of 7:00 a.m. – 9:30 p.m. Monday through Friday during the normal school year and providing the event or activity does not require more than minimal set-up/take-down assistance and does not detract, interfere or otherwise hinder in any way the work being performed by the teaching or support staff. Charges may be assessed if the use is extended for multiple dates.

Group III

Fee definitions: Cost recovery plus at a rate determined by the District.
Examples of Group III entities are as listed but not limited to the following:

District 231 area (Evergreen Park) for-profit groups or organizations such as sports clubs or teams*, dance schools, etc.

Group IV

Fee definitions: Cost recovery plus at a rate determined by the District.
Examples of Group IV entities are listed but not limited to the following:

Groups or organizations outside of District 231 boundaries; for-profit businesses or entities

Additional Charges:
In addition to basic space use charges, the cost for custodial, grounds, maintenance, or other required supervision may be assessed as determined by the District and deemed necessary for the event preparation, coverage during the event and time required to return the space used by the organization to the regular configuration.
Costs incurred for snow removal for the primary benefit and safety of the event participants may be assessed in part or in full to the rental organization at a rate of $30.00 per day.
Assessments for space use, equipment rental and personnel are to be considered as "estimates" and will be based upon the information provided at the time of application. Actual charges will be determined following the event. Final payment will be due within thirty days of billing by the District's Facilities Office. Cancellation or revocation will render the organization responsible for all charges that are reasonably incurred and cannot be avoided.

SCHEDULE "A"
FACILITY/SPACE CHARGES

Area/Space	**Group I**	**Group II**	**Group III**	**Group IV**
Auditorium	N/C	N/C	$175	$750
Large or Small Gym	N/C	N/C	$125	$500
Cafeteria (No kitchen)	N/C	N/C	$175	$500
Track and/or Field NO LIGHTS	N/C	N/C	$125	$500
Track and/or Field WITH LIGHTS	N/C	N/C	$175	$650
Concession Stand* *Plus $100 cleaning deposit	N/C	N/C	$50	N/A
Baseball/Softball Field NO LIGHTS	N/C	N/C	$150	$500
Baseball/Softball Field WITH LIGHTS	N/C	N/C	$175	$650
Ticket Booth	N/C	N/C	$50	$50
Standard Classroom	N/C	N/C	$75	$250
LRC PD Room	N/C	N/C	$75	$250
Kitchen	TBD	TBD	TBD	TBD
Pool (per hour)* *additional $25/hr if additional lifeguard Is required		$150/hr	$200/hr	$400/hr
Other space charges TBD on request				

- Usage is billed per event/game up to 4 hours
- Additional hours to be billed at $25 per hour
- Charges may be assessed at the time of application review for the use of additional furniture/equipment items such as podiums, tables, chairs, etc.
- Charges may be assessed at the time of application review for the use of specialized equipment such as but not limited to sound, scoreboards, theatrical lighting, etc., and may require operation by trained in-house staff.
- The following spaces may not be available for rental due to safety, security, sanitation or other concerns:
- Kitchen
- Locker Rooms

SCHEDULE "B"
PERSONNEL CHARGES

Personnel	Grou I	Group II	Group III	Group IV
Custodial, Maintenance or Grounds	N/C	$40	$45	$50
Auditorium Tech	N/C	TBD	TBD	TBD
Kitchen Personnel (Contracted thru Quest)	N/C	TBD	TBD	TBD
District Security Personnel	N/C	$35	$40	$45
Other support personnel as deemed necessary.	N/C	TBD	TBD	TBD

NOTES:

- All rates are shown at "per hour".
- Rates for Sunday or Holiday events may be different than shown.
- Minimum two-hour personnel charge for all activities.
- Charges may be assessed at the time of application review for the presence of district-trained staff or other such personnel as required to operate specialized equipment.
- Labor rates are subject to change.

* Charges for personnel may be waived by the District for organizations in Group II providing the organization is approved for space use during the hours of 7:00 a.m. – 9:30 p.m. Monday through Friday during the normal school year and providing the event or activity does not require more than minimal set-up/take-down assistance and do not detract, interfere, or otherwise hinder in any way the work being performed by the staff.

All charges are subject to change

CONSENT TO TERMS OF FACILITY USE AGREEMENT/HOLD HARMLESS AGREEMENT

By signing below_____[Insert organization's legal name] (Organization) agrees to comply with all of the terms contained in the Evergreen Park Community High School District 231 Facility Use Agreement. In addition, the Organization agrees to protect, defend, indemnify, and save harmless and release and reimburse Evergreen Park Community High School District 231, its Board, Board members, administrators, contractors, agents, and employees (collectively the District) from and against any and all losses, claims, demand actions, settlements, judgments, lawsuits, liabilities, expenses and attorneys' fees and costs of any kind and nature whatsoever, which the District may incur arising out of or in connection with any actual or claimed:
1) damage to, loss, or destruction of property of the District or of others or
2) bodily injury, sickness, or disease, including death, sustained by any person resulting from or in connection with or because of the use of the District's facilities and/or equipment or occupancy or presence on District facilities by the Organization or the Organization's board, board members, members, employees, officers, agents, contractors, guests or invitees, or those of any other organizations for which on whose behalf this Agreement is executed, including any such claim or proceeding based in whole or in part on any alleged negligence, strict liability, contribution, indemnity or other allegation against the District to the extent permitted by law. The Organization intends this indemnification to be given its broadest application to all claims. The individual executing this Agreement represents and warrants that he or she is fully authorized to enter into this Agreement on behalf of the Organization and that the Organization is fully authorized to enter into this Agreement.

The Organization agrees that this Hold Harmless Agreement shall apply whenever the Organization uses a District facility on and after the date the Organization signs the Hold Harmless Agreement regardless of whether the time of the Organization's use or the facility the Organization used was originally contemplated by the parties when the Organization signed the Hold Harmless Agreement.

Dated this_____day of_____20____

_____ _____

Authorized signature of organization Print Name

Title/Role in Organization:_____

Address:_____

Phone#:_____

Email Address:_____