



# HAWTHORN DISTRICT 73

Learning For All. Every One. Every Day.

|                       |  |                 |  |
|-----------------------|--|-----------------|--|
| Name of Organization: |  | Contact Person: |  |
| Phone Number:         |  | Email Address:  |  |
| Organization Address: |  |                 |  |

## **Facility Usage Contract 2025-26 School Year**

1. Users must review and comply with the Hawthorn School District 73's Facility Usage Requirements. These requirements were included for review with this contract.
2. Users will comply with the rules and regulations governing Title IX of the Education Amendments of 1972.
3. Upon approval of dates and execution of the Facility Usage Contract, renter must provide a Certificate of Insurance (COI) providing liability coverage for the above organization as to the proposed use in the amount not less than \$1,000,000 combined single limit for bodily injury and property damage, naming Hawthorn School District 73 as an Additional Insured.
4. Authorized requester agrees on behalf of said organization to meet any financial obligations for building rental and/or custodial service that might be required by the Board of Education of Hawthorn School District 73.
5. Proper care will be given to the building, contents, and security therein. Requester assumes financial responsibility on behalf of said organization for any part of the school or the contents therein that might be damaged or stolen during the hours of building use. Hawthorn School District 73 may repair the damage and User shall reimburse Hawthorn School District 73 for the costs (which shall also include interest, costs of seeking collection, and attorneys' fees) Hawthorn School District 73 incurs within 14 days after Hawthorn School District 73 provides a written invoice to User.
6. The Board of Education, or a representative thereof, can suspend or revoke the group's privilege of using the building should it be deemed necessary for any reason.
7. Users are to be aware that any school-sponsored activity takes precedence over the User's activities as far as the use of the building is concerned. Due to ongoing building needs, cancellations or building reassignment may be required even after a request has been approved and assigned.
8. Only that part of the building for which this request is approved shall be used. Supervision of attendees is the responsibility of the group renting.

9. Custodial fees include time to open and close the building, as well as the time to set up and clean up. These fees are based on basic usage needs. For larger groups, or more extensive needs, there may be the need for additional fees.
10. When considering facility rental details, no matter the size of the group, it is at the discretion of the District to determine the need for custodial support during the facility rental.
11. For groups with an attendee size of 150 or more, the District shall require that one custodian is assigned and onsite during the full rental time. Rental charges will include a 3-hour custodial charge for the open and close responsibilities, along with the hourly custodial charge for the full reservation time. These charges are in addition to the facility usage room fees.
12. For larger groups of 200 or more, the District shall require that two custodians are assigned and onsite during the full rental time. Rental charges will include a 3-hour custodial charge for the open and close responsibilities, along with the hourly custodial charge for the full reservation time for each custodian on duty. These charges are in addition to the facility usage room fees.
13. Review of the usage details will determine how the rental will be charged and if a custodial requirement is necessary. Should any changes in the scheduled usage take place, such as an increase in attendees or setup requirements, additional charges may be applied.
14. Requests should be submitted not less than two business days prior to the date of usage. All paperwork, setup needs and necessary Certificate of Insurance must be submitted at the time the contract is executed.
15. Cancellations must be received a minimum of one business day prior to the date of scheduled use, except in the case of extreme weather.
16. Groups are responsible for compliance with any Special Use Permit requirements in the town or village where their usage is taking place.
17. Equipment, materials, or other items owned by Hawthorn School District 73 shall not be used or moved without express written approval from Hawthorn School District 73. No alterations of the facility shall be permitted without the advance written approval of Hawthorn School District 73's Assistant Superintendent of Business Operations or designee.
18. Outside electrical equipment shall not be operated without express written approval from Hawthorn School District 73.
19. Prior to ending the facility usage, unless other arrangements were expressly approved in writing by Hawthorn School District 73 all equipment, material, and other matter brought into the facilities shall be removed and the facilities cleaned and restored to the condition in which they were provided.
20. The User shall always provide supervision of its activities and participants to ensure compliance with Hawthorn School District 73 policies, rules, regulations, and the directions of Hawthorn School District 73 staff. Hawthorn School District 73 may require additional supervision as necessary to protect the facility and to monitor the User's compliance with Hawthorn School District 73 policies and administrative procedures.

21. The User shall indemnify, hold harmless and at Hawthorn School District 73's option, defend Hawthorn School District 73, from all claims against, and losses incurred by, Hawthorn School District 73 arising from the User's use of the facilities. The User further waives and agrees not to bring any claims against Hawthorn School District 73 arising out of the User's use of the facilities, including claims for injury to person or property and even if related to Hawthorn School District 73's negligent actions or omissions. Indemnification includes the Automated External Defibrillator Act (410 ILCS 4/) which states that a school district owning, occupying, or managing the premises where an AED is located is not liable. As used in this Section (1) the term "Hawthorn School District 73" includes the Board of Education and its officers, members and employees in their official and individual capacities; (2) the term "claim" includes any administrative or judicial proceeding brought against Hawthorn School District 73, the threat of any such proceeding, or the demand for the payment of money or other relief for injury, including, but not limited to, personal injury, death or property damage; and (3) the term "loss" includes any money expended by Hawthorn School District 73 as a result of a claim, including Hawthorn School District 73's attorney's fees incurred in response to a claim.
22. All personal property belonging to User shall be used at the risk of User and Hawthorn School District 73 shall not be liable for any damage to or the theft or misappropriation of User's personal property. In addition, User waives all claims against Hawthorn School District 73 for any loss, cost, damage, expense, injury, or other liability which is indirect, special, incidental, punitive, or consequential damages which are suffered or incurred as the result of, arise out of, or are in any way connected to the performance of the obligations under this Agreement.
23. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Lake County, Illinois, or the federal district court for the Northern District of Illinois.

## **Hawthorn School District 73 Facility Usage Requirements 2025-26**

For safety and security reasons, all the following rules and regulations must be adhered to. Compliance with these rules and regulations is part of the contract provisions. Non-compliance may result in facility use privileges being suspended or revoked. Organization leaders are responsible for ensuring that all building rules and regulations are enforced and followed by their group and attendees.

1. Entry doors are to remain locked at all times and shall not be propped open. A representative of the group must monitor entry doors and allow only members of the group into the building.
2. Fire exits, doorways and hallways are to be kept passable at all times.
3. The allowable number of persons for groups shall not exceed the count provided at the time of the reservation confirmation.
4. Capacity numbers and Custodial coverage are considered by the District when approving building usage requests.
5. Usage should not exceed the capacity of the rental space.
6. At any time, only District staff are authorized to move or operate portable and/or pocket tables. This guideline is important to prevent possible injuries, as well as to preserve District equipment.
7. Any and all setup needs should be submitted at the time of usage request and finalized upon approval of facility use.
8. Facility users are advised that nothing should be taped or hung up without prior approval. The use of packing tape and duct tape is very damaging to doors and surfaces in the schools. Should you have the need for some sort of temporary sign, you are advised to connect with the building custodian, or secretaries if using during school hours.
9. During rental time, District custodial staff has full authority and their direction must be adhered to by the group attendees. Any mistreatment of District staff, such as threats or foul language, may result in future privileges being suspended or revoked.
10. In addition to building usage fees, and depending on the usage day of the week, each group using District facilities will be charged custodial fees starting with a minimum of 3 hours.
11. The 3-hour minimum charge will cover any setup and take down needed, as well as basic cleanup of the area used. Should there be extensive needs and/or excessive cleaning required, additional custodial fees may be charged to the group. Additional charges are at the discretion of the District.
12. When considering facility rental details, no matter the size of the group, it is at the discretion of the District to determine the need for custodial support during the facility rental. Should it be determined that a full-time custodian is required to be present during the time of rental, charges would include a 3-hour custodial charge for the open and close responsibilities, along with the hourly custodial charge for the full reservation time. These custodial charges are in addition to the facility usage room fees.
13. For groups with an attendee size of 150 or more, the District shall require that one custodian is assigned and onsite during the full rental time. Rental charges will include a 3-hour custodial

charge for the open and close responsibilities, along with the hourly custodial charge for the full reservation time. These charges are in addition to the facility usage room fees.

14. For larger groups of 200 or more, the District shall require that two custodians are assigned and onsite during the full rental time. Rental charges will include a 3-hour custodial charge for the open and close responsibilities, along with the hourly custodial charge for the full reservation time for each custodian on duty. These charges are in addition to the facility usage room fees.
15. Upon arrival, a group representative is encouraged to speak with the building custodian to ensure that they have no questions and have everything that is needed. Should a custodian need to be called back to the building, an additional charge will be assessed.
16. Use of District equipment by external groups is not allowed, with the exception of tables and chairs previously requested and approved by the District. All setup needs must be communicated at the time of your reservation request and in advance of your rental date(s).
17. Food should not be brought in or served during a group's facility usage. Specifically, food is not allowed in the gyms and classrooms, only water.
18. Should a group have a special request to provide food, this must be included in your initial Facility Usage Request for consideration by the District. Details in your request should include the food plan, type, method of serving and any setup needed. Special requests will be subject to review by the Facility Usage Supervisor.
19. Setup and take down of folding tables and chairs is the responsibility of District staff.  
External groups are not required, and should not, move tables or put chairs back on the racks.
20. Groups using District facilities are responsible for maintaining the general appearance and cleanliness of the areas used. Groups should inspect these areas and dispose of trash, debris, water bottles, etc. before leaving the building.
21. For rentals including children, the group will provide at least one adult supervisor for every 30 children in attendance. Proper supervision and behavior of children must be maintained. Attendees should remain in the area of the building that has been reserved.
22. External groups that use District facilities will not store any of their equipment on District property.
23. The following is always prohibited while on, or using, District property:
  - a. Possession or use of weapons
  - b. Illegal drugs or drug paraphernalia
  - c. Smoking or the use of tobacco products, electronic cigarettes
  - d. Consumption or service of alcoholic beverages
  - e. Gambling of any kind
  - f. Candles, sternos, matches and other open flame type devices
24. Use of hard balls and bats are prohibited. Only rubber safety-coated baseballs and softballs can be used for drills.
25. Use of the gymnasiums or multipurpose rooms for athletic activities will necessitate the use of gym shoes.
26. Any craft activity such as painting, tie-dying, use of glitter, confetti or anything that has the potential to cause damage to school property is prohibited.

27. Animals are not permitted in District buildings.
28. The building will not remain open after 10:00pm.
29. Before- and After-School Care Organizations will be submitting, or have already submitted, their plan to the Administration stating their plans to follow all of the Hawthorn School District 73 protocols. District protocol and these plans are to remain in force until determined otherwise.
30. Users of Hawthorn School District 73 facilities should follow the guidelines set by the Governor of Illinois and the CDC.
31. Should a group have an emergency need during the time of their scheduled use, they are encouraged to contact the Maintenance on-call number (847-778-3094). The answering service will take your information down and page the on-call person who will respond to you directly.

**Facility Usage Fees 2025-2026**

| <b>RENTAL SPACE</b>          | <b>YOUTH GROUP</b>             | <b>ADULT GROUP</b>             |
|------------------------------|--------------------------------|--------------------------------|
| Gym or Cafeteria             | \$75 per hour                  | \$130 per hour                 |
| Kitchen                      | \$100 per hour                 | \$100 per hour                 |
| Saturday custodian fee       | \$50 per hour (3 hour minimum) | \$50 per hour (3 hour minimum) |
| Sunday/holiday custodian fee | \$68 per hour (3 hour minimum) | \$68 per hour (3 hour minimum) |

This document is considered valid if executed and submitted to the School District by Organization Representative. Upon submitting this contract, the Organization Representative agrees with and will comply with the provisions stated herein, including the Facility Usage Requirements. Noncompliance with District Policy, contract provisions or requirements may result in facility use privileges being suspended or revoked. It is the responsibility of the Organization to review fully all information.

Facility use fees will be invoiced following usage and will be due within 30 days from the date of the invoice.

Failure to pay or an outstanding balance may result in future facility use privileges being suspended or revoked.

By signing this contract, Organization Representative signifies agreement and compliance with the provisions stated herein.

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Organization Representative

\_\_\_\_\_  
Signature of Organization Representative

\_\_\_\_\_  
Date Signed

**For District Use Only – Contract received and approved by:**

\_\_\_\_\_  
Terri Quinn or Mike Labbe  
District Representative

\_\_\_\_\_  
Facility Department  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed