

**FACILITY USE AGREEMENT BETWEEN
EVANSTON/SKOKIE SCHOOL DISTRICT NO. 65 AND
FACILITY USER REGARDING USE OF THE SCHOOL DISTRICT'S
FACILITIES**

The following Agreement is between the Board of Education of Evanston/Skokie School District No. 65, Cook County, Illinois (the "School District"), and the user (the "User") identified in Exhibit A, collectively referred to in this Agreement as "the Parties."

The Parties agree as follows:

I. Background:

A. The User desires to use portions of the School District facilities (the "Facilities") for activities sponsored by the User.

B. The Parties have determined that it is in their collective best interest to enter into this Agreement to allow the User to use portions of School District property, subject to the terms of this Agreement.

C. The School District has determined that portions of School District property are unnecessary for its educational programs during the periods that the User desires to use the facilities as contemplated in this Agreement.

II. Use of Portions of the School District Property:

A. Use of School District Property. The User may use School District facility property described in Exhibit A for time periods described in Exhibit A at the fee stipulated in Exhibit A.

B. Term. Except for the provisions of the Agreement that by their nature survive the termination of this Agreement.

C. Fees. The User shall pay the required fees set forth in Exhibit A. The School District may charge for additional costs the School District incurs due to the User's use such as, but without limitation, after-hour custodial costs, which will be billed at \$50 an hour unless it is Sunday or a holiday which will be billed at \$100 an hour.

D. Health and Safety Issues. In the event of an emergency, safety issue, or failure to maintain insurance, or any other condition that constitutes a substantial threat to the health or safety of students, employees, or others at the School District, as determined by the School District in its sole discretion, the School District may immediately suspend the User's activities hereunder until such condition has been remedied to the School District's satisfaction.

E. No Drugs, Vaping, or Alcohol. Illegal drugs, vaping, and alcohol are not permitted on the School District's property, including the Facilities.

F. Compliance with Laws and Policies. The User shall comply with

all applicable federal, State, and local laws related to its use of the Facilities, including any Executive Orders or other health requirements issued by the State or federal government, and shall comply with all School District policies and procedures.

G. Maintenance of the Facilities. At the close of each instance of use, the User shall leave the Facilities in substantially the same condition as at the outset of each instance of use, ordinary wear, and tear excepted, and shall remove all the User's personal property. The User shall be responsible for the cost of repair and/or replacement of any damage to the Facilities, including fixtures and furnishings, which occurs because of or related to the User's use, normal wear and tear, and damages by fire, casualty or other insured loss excepted. If the User does not repair damages it caused to the Facilities, the School District may repair the damage at the User's expense. The User shall reimburse the School District for any additional costs within 30 days after the School District provides a written invoice for such costs to the User.

H. Condition of the Facilities. The User acknowledges that neither the School District nor any agent or employee of the School District has made any representation or warranty concerning the Facilities, with respect to the suitability, condition, or repair thereof, and the User accepts possession of the Facilities in "as-is" condition. No promises of the School District to alter, remodel, improve, or repair the Facilities or any part thereof have been made.

I. Supervision. The User shall be solely responsible, at its own expense, for providing adequate adult supervision regarding its use of the Facilities. The User acknowledges and assumes complete responsibility for its employees and agents used to supervise its activities and services. The doors to all facilities are to remain locked at all times. A custodian will let the rental group in at the time scheduled. If there are late comers, a person from the group will be responsible to let the rest of their party in. Doors are not to be propped open with objects and, if found this way, could terminate the use of District facilities by that group.

J. Automatic External Defibrillators ("AED's"). If required by law, the User shall be solely responsible for providing trained AED user(s), in compliance with all applicable laws, rules, procedures and regulations of the State of Illinois. The User shall be solely responsible for the failure to provide a trained AED user, or for the conduct, acts or omissions of the trained AED user, and shall defend, indemnify, and hold harmless the School District for same, in accordance with the defense and indemnification provision of this Agreement.

K. Emergencies. If a medical emergency occurs during the User's use of the facility, User shall contact 911 and follow all District instructions during the emergency. User shall make itself aware of all emergency exits and emergency available emergency equipment prior to commencing use of the Facility. The user shall make best efforts to contact District staff to report non-medical emergencies.

L. Cancellation. Cancellation will be without penalty anytime up to

seven days before the scheduled entry time. If cancellation is made less than seven days prior to the event, the User may be subject to a cancellation fee of \$500.

III. Miscellaneous Provisions.

A. Indemnification. To the fullest extent permitted by law, and as partial consideration for the User to use the Facilities, the User shall indemnify, hold harmless, and defend the School District, its Board, Board members, employees, agents, and successors against all claims, losses, liability, costs, and expenses (including attorneys' fees) related to damages to property or person that may arise out of or in connection with the User's, its employees', agents', or students' use of the Facilities.

B. Insurance. During the term of this Agreement, the User, at its sole cost and expense, and for the benefit of the School District, shall carry and maintain the following insurance:

1. Comprehensive general liability and property damage insurance, insuring against all liability of the User related to this Agreement, with a minimum combined single limit of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000) general aggregate;
2. Automobile Liability Insurance with a combined single limit of One Million dollars (\$1,000,000);
3. Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for the User's respective employees; and
4. Sexual abuse and molestation insurance with a combined single limit of One Million dollars (\$1,000,000).
5. Umbrella liability insurance with a minimum combined single limit of One Million dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate.

All insurers shall be licensed by the State of Illinois and rated A+-VII or better by A.M. Best or comparable rating service. The comprehensive general liability, sexual abuse and molestation, and property damage insurance policy shall name School District, its Board, Board members, employees, agents, and successors as an additional insured on a primary noncontributory basis with a waiver of subrogation in favor of School District. The User shall provide the School District with certificates of insurance and/or copies of policies reasonably acceptable to the School District evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. The

failure to provide acceptable insurance shall be deemed a breach of this Agreement, entitling the School District to terminate this Agreement immediately. All policies of insurance shall provide by endorsement that no coverage may be canceled, terminated, or reduced by the insuring company without the insuring company having first given at least 30 days prior written notice to the School District by certified mail, return receipt requested.

C. Required Waiver. If requested by the District, the User shall ensure that all participants sign a waiver, release, indemnity, and hold harmless form ("Waiver Forms") for the benefit of the School District and in a form approved by the School District. The User shall provide all the signed Waiver Forms to the School District prior to the applicable use.

D. Waiver of Claims. Except to the extent prohibited by law and for any claim arising out of, relating to, or connected with any breach of this Agreement, the School District shall not be liable, and the User waives all claims against the School District for damages to person or property sustained by the User resulting from its use of the Facilities, or any equipment, furniture, fixtures, or appurtenances thereto becoming out of repair, resulting from any accident in or about the Facilities or common areas, or resulting directly or indirectly from any act or neglect of any person on the Facilities or common areas. This Section shall apply especially, but not exclusively, to damage caused by water, snow, frost, steam, excessive heat or cold, sewage, gas, odors, or noise or the bursting or leaking of pipes or plumbing fixtures and shall apply if any such damage results from the act or neglect of other occupants, or an employee or employees of the School District. All personal property belonging to the User shall be there at the risk of the User. The School District shall not be liable for any damage thereto or the theft or misappropriation thereof. The User shall be limited to its own insurance coverages to pay for damage to its property or fixtures and hereby holds harmless and releases the School District from any damage or claim of damage to the User's property or fixtures.

E. No Waiver of Tort Immunity Defenses. Nothing contained in this Agreement, or in any other provision of this Agreement, is intended to constitute nor shall constitute a waiver of the defenses available to the School District under the Illinois Local Governmental and Governmental Employees Tort Immunity Act with respect to claims by third parties.

F. Default. If the User defaults in any of the User's covenants and such default is not cured within seven days after written notice of such default is delivered to the User, the School District may terminate the Agreement.

G. No Assignment. The User may not assign any rights or duties under this Agreement without the prior express written consent of the School District.

H. Entire Agreement. This Agreement shall constitute the entire agreement of the Parties hereto with respect to the Facilities and activities hereunder and supersedes all prior agreements and understandings, whether written or oral, formal or informal. This Agreement may not be amended except by means of a written document signed by authorized representatives of the

Parties. This Agreement controls to the extent any prior agreements exist.

I. Notice. Any notice, request, demand, or other communication provided for by this Agreement must be in writing and will be deemed to have been duly received upon (a) actual receipt if personally delivered, and the sender received written confirmation of personal delivery, (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier, or (c) three calendar days after the sender deposits the notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice must be sent to the party's main business address.

J. Exhibit. Exhibits A- are incorporated into and made part of this Agreement. To the extent there is a conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement shall control.

K. Governing Law. 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. The jurisdiction and venue for all disputes shall be the Circuit Court located in Cook County, Illinois or the federal district court for the Northern District of Illinois.

L. Effective Date. This Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives.

IN WITNESS WHEREOF, the undersigned Parties have caused this Agreement to be executed by their duly designated officials or officers.

Board of Education of Evanston/Skokie User
School District No. 65

By: _____
Superintendent

By: _____
Title: _____

Dated: _____

Dated: _____

Exhibit A

Permitted Facilities/Activities/Fee

<p>Class 1A: District 65 events - PTA, PEP and Foundation 65.</p> <p>Internal District 65 events during the school day or after hours that are led by D65 groups and are free of charge including PTA sponsored events.</p> <p>Facility Fees: Waived</p> <p>Personnel Costs: Waived as long as the event is during the windows of time below:</p> <ul style="list-style-type: none">● School days between 7:00 AM - 9:00 PM or● Summer (Monday - Friday, non-holiday) between 8:00 AM - 4:00 PM <p>If the event is beyond the times listed above or requires additional staff due to the demand of the event, personnel costs will be charged at the rates below - the cost for the first two hours will be waived for Class 1A.</p> <ul style="list-style-type: none">● Custodian - \$50 per hour● Safety - Concierge - \$50 an hour <p>Please refer to Notes on Custodial Services below for holiday rates, set-up, etc.</p> <p>The staff is required to report 30 minutes prior to the event and is paid for 30 minutes after the event to finalize, clean up and close the building.</p>
<p>Class 1B: Evanston Park District, Skokie Park District, and long term District 65 partners that are local non-profits</p> <p>Facility Fees: Waived</p> <p>Personnel Costs: Waived as long as the event is during the windows of time below:</p> <ul style="list-style-type: none">● School days between 7:00 AM - 9:00 PM or● Summer (Monday - Friday, non-holiday) between 8:00 AM - 4:00 PM <p>If the event is beyond the times listed above or requires additional staff due to the demand of the event, personnel costs will be charged at the rates below:</p> <ul style="list-style-type: none">● Custodian - \$50 per hour● Head Custodian - \$75 per hour● Safety - Concierge - \$50 an hour <p>Please refer to Notes on Custodial Services below for holiday rates, set-up, etc.</p> <p>The staff is required to report 30 minutes prior to the event and is paid for 30 minutes</p>

after the event to finalize, clean up and close the building.

Note: District 65 and the Evanston Park District have an MOU outline building usage. The terms are aligned with the exception of events that are led by the Evanston Park District in partnership with District 65 (ie. elementary school athletics). In the case of these partnership events, facility fees and personnel costs are waived.

Class 2: Non-profit organizations/groups servicing District 65 students and families.

Registered charitable/civic organizations servicing District 65 students and families. The organization or event needs to be at least 51% District 65/202 residents to be considered servicing the District.

Facility Fees: Your organization is subject to paying an hourly facility rental fee. Please refer to the [rental fee table](#) below.

Personnel Costs: Your organization is subject to paying personnel costs for personnel required to support the hosting of your event. Please refer to [Notes on Custodial Services](#) below for holiday rates, set-up, etc.

The staff is required to report 30 minutes prior to the event and is paid for 30 minutes after the event to finalize, clean up and close the building.

Class 3: All Other Organizations

Facility Fees: Your organization is subject to paying an hourly facility rental fee. Please refer to the [rental fee table](#) below.

Personnel Costs: Your organization is subject to paying personnel costs for personnel required to support the hosting of your event. Please refer to [Notes on Custodial Services](#) below for holiday rates, set-up, etc.

The staff is required to report 30 minutes prior to the event and is paid for 30 minutes after the event to finalize, clean up and close the building.

**Group A: Fees for School Days and School Year (7:00 AM - 9:00 PM)
(school calendar)**

Room	Class 1A ¹	Class 1B ¹	Class 2	Class 3
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Facility Fees by the Hour				
Auditorium - Elementary			\$50	\$100
Auditorium - Middle and Magnet			\$70	\$200
Gymnasium - Elementary			\$50	\$100
Gymnasium - Middle/Magnet			\$70	\$200
Cafeteria			\$50	\$100
Library			\$25	\$50
Classroom			\$25	\$50
Parking Lot - Elementary			\$50	\$100
Parking Lot - Middle School			\$70	\$100
Outdoor Fields and Play Space			\$50	\$100
Room	Class 1A	Class 1B	Class 2	Class 3
Personnel Costs by the Hour				
Custodian ¹	\$50	\$50	\$50	\$50
Safety - Concierge	\$50	\$50	\$50	\$50

¹ Rent is normally free for this group if the activity occurs when the custodian is on duty (School days: 7:00 AM - 9:00 PM, Summer hours: 8:00 AM - 4:00 PM). Events must end one hour prior to the end of the shift to avoid additional custodial rates being charged.

Notes on Custodial Services:

- Support for event set up should be requested in the application with information on what is needed and estimated time. If the team is able to support set up it will be billed at the custodial rate.
- If an event is significant enough to require additional custodial staffing for set up and/or clean up, the group will be charged at the proper hourly rate.
- When outside of regular school or work hours,
 - Custodians arrive 30 minutes prior to event rental time and remain for a minimum of 30 minutes after the event to ensure the building is clean

and secure. If additional cleaning is required, the organization will be billed in ½ hour increments. Custodians will sweep and remove trash, recycling and compost. The minimum shift of a custodian is 2 hours.

- Sunday and holiday personnel rates are charged at twice the regular hourly rate.

Summer Rates - Camps/Extended Engagements

District 65 Facility Rental Fees and Personnel Costs Updated December, 2024 All rates listed below are by the hour unless otherwise stated.				
Room	Class 1A ¹	Class 1B ¹	Class 2	Class 3
Facility Fees by the Week				
Half Day Camp			\$1,500	\$3,000
Full Day Camp			\$3,000	\$6,000
Room	Class 1A	Class 1B	Class 2	Class 3
Personnel Costs by the Hour				
Custodian (2 hours daily for half day camp)	\$50	\$50	\$50	\$50
Custodian (3 hours daily for full day camp)	\$50	\$50	\$50	\$50

- Rate includes up to 5 classrooms and shared access to the gym or auditorium, cafeteria fields/play space. Space is scheduled collaboratively with other organizations using the space.

Notes on Custodial Services:

- 2 hours of custodial time is billed daily for half day camps to support the cleaning and maintenance of spaces including classrooms, bathrooms, and common areas.
- 3 hours of custodial time is billed daily for full day camps to support the cleaning and maintenance of spaces including classrooms, bathrooms, and common areas.

Additional Costs:

Room	Class 1A	Class 1B	Class 2	Class 3
Personnel Rates by the Hour				
Public Address System			\$50	\$75
Piano Usage			\$50	\$75
Use of Outdoor Fields - Daily Rate			\$50	\$75