ELMHURST
COMMUNITY UNIT SCHOOL DISTRICT 205

# Facility Rental Usage Agreement

## For the 2017-2018 School Year

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# Section I

## USE OF CUSD 205 SCHOOL FACILITIES

The Board of Education (the "Board") of the Elmhurst Community Unit School District 205 (the "District") constructs school facilities (the "Facilities") for the primary purpose of educating students of the District. However, when the Facilities are not in use for the purpose of educating students of the District, the Board believes it is in the best interest of the Elmhurst community to make the Facilities available to non-District organizations for activities that:

1. Are consistent with statutes, applicable case law and regulations;
2. Are consistent with the primary purpose of the District;
3. Do not interfere with the regular operation of the District;
4. Follow the policies of the Board of Education and regulations of the District;
5. Are of benefit to the entire Elmhurst community.

When not in use by the District, Facilities may be rented as provided herein.

The Board believes that Facilities shall not be used for promulgating any theory or doctrine subversive to the laws of the United States or any political subdivision thereof, or advocating governmental changes by violence; or for any activity that may violate the canons of good morals, manner or taste or be injurious to the buildings, grounds, equipment or supplies of the District.

REQUESTS: All requests for use of Facilities shall be submitted through the online rental system no less than fourteen (14) days before the date for which Facilities are requested. In addition, the Elmhurst Community Unit School District 205 will not manually enter reservations via the phone. All reservations must be done online. In addition, same-day reservation requests will incur a booking penalty of $100 for each space requested.

CONTINUED USE: Continued use of Facilities by any organization or individual(s) (the "Lessee") shall be contingent upon following all of the policies, rules and regulations as prescribed by the District as well as applicable statutes and case law. Any continued usage agreement for Facilities may be terminated for violations of any of the above.

AUTHORITY: The Board shall have the final authority for granting or refusing any request for use of Facilities and may waive or amend current rules or regulations affecting such use without prior notification.

# Section II

## OVERVIEW

Elmhurst Community Unit School District 205's facilities are primarily intended to provide space for curricular and extra-curricular District programs. When not in use for the primary mission of the District, the space is available on a limited basis for rental by qualified non-profit organizations. Rentals may be made available to other groups or organizations on an even more limited basis. The District is unable to rent the Facilities for personal parties or events. Facilities will not be available during normal school hours. The District will black-out additional dates and times for its uses, including extra-curricular programs, meetings, staff-development and upkeep.

## PRIORITY OF USE

Priority of facility usage shall be in the following order:

1. Group A
2. Group B
3. Group C
4. Group D
5. Group E
6. Group F

## BLACKOUT CALENDAR

The District will provide the dates for which each Facility will not be available as early as possible. These dates are subject to change as the academic and athletic demands on the Facilities may change or unforeseen issues with the physical plant may require unscheduled work. The District will not invoice for such cancellations; however, the District will not be held liable for any hardship, financial or otherwise, that arises from a cancellation. The District reserves the right to decline very large events, despite space availability, due to the strains that the event will place on employees, facilities and/or parking.

## OPENING AND CLOSING

Doors to Facilities will be opened not more than 15 minutes prior to the time of scheduled use and will in no instance be opened unless a representative of the District is present, if required. Exceptions may be granted by the District, at the discretion of the superintendent. All users shall be required to vacate the Facilities within 20 minutes after the approved ending time on the use agreement.

# Section III

## CANCELLATION

Once a booking is confirmed and a signed contract is issued, all other outside requests for that space will be denied. Space should be reserved only for intended use and not to prevent others from having access to the space. Cancellations will be allowed up to one month prior to the event without penalty. Cancellations within one month will be charged for the full rental minus any labor charges or $50 whichever is less. Frequent cancellations may result in the District revoking the rental privileges of the organization. In the event that a cancellation or rescheduling is due to unusual and unavoidable circumstances (weather, personal tragedy, security risk, et al.) the District may waive the cancellation charges at its sole discretion.

# Section IV

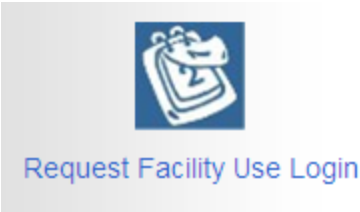
## RESERVATIONS

**July 18th at 9:00am** – the calendar will be open for booking reservations from August 14th through May 31st.

**March 13th at 9:00am** – the calendar will be open for booking reservations from June 1st through August 14th.

## FACILITY REQUEST PROCEDURE

1. Using a web browser, navigate to the district web page www.elmhurst205.org
2. Click the link to calendars under parent links
3. Follow the link to the 'Request Facility Use Login'
4. Include your group affiliation in the notes section of request input so we can apply the appropriate classification to your user fees




Once the above process has been completed, the District will send an activation email within a few days. The email will contain instructions on how to access the calendar login page thru the district website.

After the activation process has been completed and the dates for the rental have been selected, the entire request will be in "Web Request" status until the District approves usage. Once approved, the group will receive a confirmation message sent to the email that was provided during the request login process. The confirmation will include your Facility use fees. Please note that additional charges may be added for weekend, supervisory, technician or custodial labor over and above what was originally agreed upon.

# Section V

## SCHOOL USER CATEGORIZATION

Group A: District 205 Schools

Group B: Elmhurst Park District (excludes use of stadium at no charge)

Group C: District 205 Foundation, District 205 PTA's, Scouting Groups, Booster Groups, SERG and Immaculate Conception (Hawthorne School's new gym only) (excludes use of stadium at no charge)

Group D: Elmhurst Based Not for Profit Organizations. Examples include: YMCA, Elmhurst Airborne, Team Elmhurst, Elmhurst Swim Team, Chamber of Commerce, Kiwanis, Lion's Club, Elmhurst College, Elmhurst AAUW, Elmhurst Children's Theater, Elmhurst Jaycees, AYSO, Visitation and Immaculate Conception (excluding Hawthorne's new gym)

Group E: Non-Elmhurst Not for Profit Organizations. Example includes DuPage Symphony Orchestra

Group F: Private, for profit groups and groups located outside of Elmhurst. Examples include ACT, Aspirations Dance Company, DeForest Dance Academy, DuPage Dance Academy, Dynamic Math Institute, Excel Edge, Kaplan, Underseas Scuba and Wilson Montessori.

## PAYMENT FOR SERVICES BY CATEGORY

| User Category | Charge Facility Usage Fee | Charge Custodial Fee during regular hours | Charge Custodial Fee for Overtime Hours | Charge use of District Equipment | Other Staff Charges | Required to submit an insurance certificate per District Requirements | Percentage Charged to Facility Usage Fee |
|---|---|---|---|---|---|---|---|
| **A** | | | | | | | 0% |
| **B** | | | X | | | X | 0% |
| **C** | | | X | X | X | X | 0% |
| **D** | X | X | X | X | X | X | 100% |
| **E** | X | X | X | X | X | X | 150% |
| **F** | X | X | X | X | X | X | 200% |

# Section VI

## RENTAL STAFF CHARGES

The renters are primarily responsible for the supervision of those using the facility. Rental groups will identify the primary person responsible for supervision for each time and location (Please refer to Section X for additional information). Rental groups will be responsible for any damage or excessive mess made by those participating, attending, and observing their event as well any person tangentially associated with the rental. Full reimbursement for all expenses incurred by the district due to repair or clean-up will be provided by the renter. Failure to make such a reimbursement may result in the loss of renting privileges.

### Security Fee

A security fee has already been factored into the Facility Usage Fees for all locations at York High School. For all K through 8 locations, a security fee of $18.19 per hour will be added to any rental that has more than 50 attendees. Some examples of K-8 rentals that may require a security charge are: games, tournaments, plays and dance recitals.

### Fixed Custodial Fee

| | **Regular Time Fee** | **Saturday, Holiday or K-8 after 3:00 p.m. During Summer,** | **Sunday Fee** |
|---|---|---|---|
| Rentals 2 hours or less with less than 25 attendees. | $23 | $33 | $43 |
| Rentals more than 2 hours and less than or equal to 4 hours with less than 50 attendees **OR** rentals 2 hours or less with 25 to 49 attendees. | $43 | $67 | $88 |
| Rentals between 4 hours and 8 hours with less than 50 attendees. | $87 | $131 | $174 |
| Rentals over 8 hours **OR** with more than 50 attendees. | Rentals over 8 hours or with an anticipated peek attendance of 50 or more will be quoted and billed based on the actual scope and requirements of the rental request. | | |

### Other Staff Charges

| **Position** | **Rate/Hour** |
|---|---|
| Kitchen Supervisor[1] | $24.20 |
| AV Tech | $32.18 |
| Lifeguards[2] | $19.31 |
| Pool Supervisor | $27.10 |

[1] A food service employee must be present whenever a kitchen or serving line is used.
[2] Outside groups may provide their own lifeguards as long as they meet the requirements in Exhibit II – York High School Aquatic Center Use Policy.

# SECTION VII

## CHARGES FOR USE OF EQUIPMENT (PER DAY)[1]

| | Groups A through D | Group E | Group F |
|---|---|---|---|
| LCD Projector and Screen[2] | $25 | $50 | $62.50 |
| Elmo Document Camera with Screen[2] | $25 | $50 | $62.50 |
| Portable Sound System[2] | $50 | $100 | $125 |
| Fixed Sound System[2] | $25 | $50 | $62.50 |
| WIFI Access (per rental group) | $40 | $80 | $100 |
| Lectern | $10 | $20 | $25 |
| Upright Piano | $50 | $100 | $125 |
| Platform Risers | $50 | $100 | $125 |
| Choral Risers | $75 | $100 | $125 |
| Field House Batting Cages | $25 | $50 | $62.50 |
| Hurdles & Track Equipment | $25 | $50 | $62.50 |
| Football Down and Yard Markers | $15 | $30 | $37.50 |
| Scoreboard | $25 | $50 | $62.50 |
| Table (Set-up) | $5/each | $10 | $12.50 |
| Chairs (Set-up) | $1/each | $2/each | $2.50/each |
| Music Stands | $1/each | $2/each | $2.50/each |
| Other Requests | Determined by the District | Determined by the District | Determined by the District |

Equipment, fixtures, furniture, or materials shall not be brought into Facilities without written permission by the District, at the discretion of the superintendent. Exceptions may be granted at the time of approval of the request to use the Facilities. Such equipment, furniture, or materials brought into the Facilities must be removed from the premises at the conclusion of the time granted or the conclusion of the use agreement, and those items remaining must be stored. The storage must be in a manner prescribed by the District so as to prevent any interference of normal school operations or the use of the Facilities by the District or other organizations or individual(s). School equipment, fixtures, furniture, or materials shall not be moved within or removed from the area of normal use without written permission granted at a time of approval of the request for use of the Facilities. Movable equipment shall not be used outside the Facilities. User groups shall be held responsible for any damage or loss to school property.

[1] Subject to availability
[2] May require AV Tech

# Section VIII

## FACILITY USAGE FEES

| Rental Area | Hourly Fee |
|---|---|
| York Classroom | $17.00 |
| York Forum Room | $23.00 |
| K-5 Gym/Multi-Purpose/Library | $7.00 |
| Bryan Gym[1] | $17.00 |
| Churchville Gym(Per Gym) | $12.00 |
| Sandburg Gym | $7.00 |
| Kitchen/Cafeteria (Middle Schools Only) | $17.00 |
| Auditorium[2] | $72.00 |
| York Field House[3] - North Court | $13.00 |
| York Field House[3] - Central Court | $13.00 |
| York Field House[3] – South Court | $13.00 |
| York Field House[3] – Track/Batting Cages | $11.00 |
| York Campbell Gym | $23.00 |
| York South Gym | $23.00 |
| York Commons | $28.00 |
| York Café | $28.00 |
| York Black Box Theater[2] | $28.00 |
| York Aquatic Center[4] | $44.00 |
| York Stadium[5] | $272.00 |
| District Conference Room(s)[6] | $23.00 |

[1] Bryan's Gym can be rented at $33.00/hour with air-conditioning.
[2] Lighting and sound will require AV Tech.
[3] The York Field House price does not include air-conditioning.
[4] Please refer to York High School Aquatic Center Use Policy – Exhibit II
[5] Please refer to York High School Stadium Use Policy – Exhibit I
[6] No equipment charge for existing furniture. Not available for rent on weekends or holidays.

# Section IX

## RESPONSIBILTY OF USERS

(HOLD HARMLESS AND INDEMNIFICATION AGREEMENT).

1. Lessees requesting use of Facilities agree to indemnify and hold harmless Elmhurst Community Unit School District 205, Elmhurst, Illinois (the "District"); the Board of Education (the "Board"), its members, employees and agents, in their official and individual capacities; from any loss, judgment, injury or expense, including but not limited to, attorneys' fees and expenses of litigation arising out, and incidental to the use of Facilities requested in this Agreement. It being further understood and agreed that the District assumes no obligation or responsibility in connection with the use of the requested Facilities. In addition, the Lessee covenants not to sue the District, the Board, its members, employees and agents, in their official or individual capacities for any alleged loss, judgment, injury, or expense which arises as a result of this Agreement. Lessee further agrees to assume all costs for repair or damage to the Facilities or their contents during the period of authorized use of Facilities. Lessee further agrees to abide by the rules, regulations and policies of the Board which are incorporated herein by reference.

2. The Lessee further agrees to furnish a Certificate of Insurance (Public Liability, Property Damage and Contractual Liability Insurance) to guarantee the payment of any claim for injuries or damages to persons or property that occurs during, or as a result of this Agreement. Said coverage shall insure renting organization in amounts not less than $1,000,000 combined single limit for bodily injury and property damage including damage to school property. A Certificate of Insurance or copy of the endorsement shall be required giving evidence of the above-mentioned types of coverage and naming the District as an additional insured and shall be filed with the District on an annual basis effective August 15th through August 14th of the following year or no later than 14 days prior to the date of the building usage. The insurance hereby required shall not be cancellable without thirty (30) days written notice to the District.

This Agreement is subject to and governed by the rules and regulations of the Illinois Human Rights Act, including the regulations promulgated by the Illinois Department of Human Rights.

# Section X

## BUILDING REGULATIONS

CONTRACT REQUIREMENTS: Organizations or individual(s) must conform to the terms of the written Agreement. Custodians are not permitted to extend the closing times or permit access to additional Facilities which have not been authorized in the Agreement.

EMPLOYEE PRESENT: A District employee must be present in the Facilities at any time it is used unless a written exception has been granted by the District.

KEYS: No key for the Facilities shall be provided for persons other than those approved by the Superintendent or his designee.

SMOKING: Smoking will not be permitted in the school building or on the school campus. Unauthorized smoking shall be sufficient justification for immediate cancellation of the current use agreement or the prohibition of further use by the offending organization or individual(s).

HEATING: Regulation of heating controls shall be by District personnel only.

FIRE EXITS: Fire exits and doorways must be kept clear and all hallways made passable at all times.

SUPERVISION: Persons under eighteen (18) years of age shall not be allowed in the Facilities without proper adult supervision. Groups of 25 or less children must have at least one, renter-provided, adult supervisor present during the duration of the usage. Groups of 25 or more children shall have enough supervision to reach a 1 adult to 25 children ratio. Renter-provided supervisors are expected to ensure that all participants remain within the designated usage areas at all times.

ALCOHOLIC BEVERAGES: The use or possession of alcoholic beverages on District property is strictly prohibited and will result in immediate cancellation of the use agreement.

CONTROLLED SUBSTANCES: The use or possession of any controlled substance will result in immediate cancellation of the use agreement.

REFRESHMENTS: Organizations serving refreshments during the course of their meeting shall furnish all necessary consumable supplies and it shall be the responsibility of the organization to place all evidence of food or beverage in appropriate waste containers provided by the District. Food containing peanuts are not allowed in the multi-purpose room or cafeteria due to allergies. Latex balloons are not allowed in any buildings due to allergies.

AIR CONDITIONING: It is understood and agreed that York High School can NOT and will NOT run air conditioning equipment between the hours of 10:00 p.m. and 7:00 a.m. Therefore, any special events during these hours will NOT have the room/areas air conditioned, and during warm weather months, morning events will be functioning without the benefit of the rooms being cooled during the previous night.

NEIGHBORHOOD COURTESY: All users are requested to respect District 205 neighbors by refraining from depositing refuse, cigarette butts, and beverage containers near our neighbors' premises, and by parking in District parking lots only. Please refrain from excessive noise or loitering on District grounds.

# Section XI

## RENTAL RATE AGREEMENT

Rental rates are approved by the Board and are available from the District on the District website as well as upon request.

All rates are subject to adjustment due to the specifics of the usage agreement.

The District reserves the right to make the final decision as to whether an organization will receive rental privileges or not, and to the classification and charge. The District has the sole right to modify or waive any provision of the policy.

## BILLING

Invoices will be prepared and sent 20 days following the end of the month in which the rental occurred. For example, a rental that occurred on August 15th will be billed before on or before September 20th.

Payment is due 30 days after the invoice is sent. A Second Notice will be sent 60 days after the original invoice was sent. The Second Notice will include a $25 late fee per invoice. If payment has not been received within 90 days after the original invoice was sent, the debt will be transferred to our Collection Agency. All future approved rentals will be cancelled and no future requests will be processed for either the person or organization who incurred the debt until payment has been received in full.

## AFFIRMATION

I have read these Regulations and understand that the Lessee must fully adhere to the Regulations or the usage agreement may be immediately terminated by the District. In addition, I am fully aware and understand the responsibilities and obligations of the Hold harmless and Indemnification Agreement.

# Exhibit I

## YORK HIGH SCHOOL STADIUM USE POLICY

**Philosophy:**

The Clarence D. East Field and stadium facility (hereafter referred to as the "Stadium") provides a variety of positive opportunities for student and community use and for the enjoyment of the Elmhurst community. In order to maximize opportunities for use, while minimizing the impact and intrusion on surrounding neighbors, this policy has been created to set forth administrative guidelines for the use of the Stadium. It is intended to reflect a spirit of communication and cooperation between York High School and the Elmhurst community.

**Development and Review:**

This policy was developed by the York Administration in consultation with the York Community Advisory Council in July, 2011. It will be reviewed bi-annually by the YCAC. In addition, the YCAC will continue to meet monthly to consider general issues and to explore opportunities between the High School and the surrounding neighbors, which may include Stadium use and related concerns. (Reference the YCAC Charter)

**Priority of Usage:**

1. York High School events:
    - Curricular Use (Marching Band, Physical Education classes)
    - Athletics (Football, Soccer, Lacrosse, Cross Country, Track and Field, etc.)
    - Extracurricular Use (Powder Puff, etc.)
2. District 205 use (example: Middle School track meets)
3. Intergovernmental Agreement (example: Elmhurst Park District)
4. Parochial and non-profit organizations (IC, Visitation)
5. Community Rentals (example: Elmhurst Eagles)
6. Outside Rentals (approved by YCAC)

**Guidelines for Stadium Use:**

Available Hours*

| | |
|---|---|
| Monday through Thursday | 5:30 a.m. – 9:00 p.m. |
| Friday | 5:30 a.m. – 11:00 p.m. |
| Saturday | 7:00 a.m. – 6:00 p.m. |
| Sunday | Noon – 6:00 p.m. |

*Normal, expected hours of use. Unforeseen circumstances, such as inclement weather, overtime, and IHSA playoff competitions, may require occasional exceptions.

**Lighting and Sound**

The use of lighting and sound is primarily intended for varsity athletic competitions, musical rehearsals, and important high school events. It is in the interest of our students and neighbors to hold school events at reasonable hours, promoting academic study and healthy behaviors.

- The York Administration will communicate the tentative schedule for the events listed above to the Superintendent or his designee for his approval prior to the start of each season (Fall, Winter, Spring, Summer).

- The York Administration will post the schedule, including those events for which lighting and/or sound will be used on the York High School webpage.

- Neighbors within 500 feet of the Stadium will be notified via hand-delivered notice prior to the start of each season.

- Lighting will be pre-programmed for all scheduled events. All lighting is controlled and fully monitored off-site by the District through the Musco Lighting System. Exceptions would require the approval of the Administration.

- There will be no lighting or sound on Sundays (unless approved as exceptions by YCAC).

**Public Use**

The Stadium's track is open to the public from dawn until dusk, and will be locked outside of public hours.

**Conditions of Use**

1. No smoking.
2. No fireworks or use of any open flame.
3. No heaters unless provided by or approved by the district.
4. No glass containers.
5. No sharp objects (i.e. tent stakes, metal cleats).
6. Any equipment resting on the FieldTurf must be provided by the district or preapproved by the district.
7. All groups should remove all debris from the field at the end of use.
8. No marking of the field by any outside group (including chalk or tape) will be permitted.
9. No vehicles unless operated and approved by District 205 personnel are allowed.
10. All cleats and footwear should be clean of mud and dirt before being used on the field.
11. Cleats cannot exceed 2".
12. No gum, nuts or seeds.
13. No pets.

**Contact Resources:**

York High School Building Manager, Jerry Christopherson 630-730-0558
District 205 Director of Facilities, Frank Schuh 630-913-9464

# Exhibit II

## YORK HIGH SCHOOL AQUATIC CENTER USE POLICY

**Supervisory and Lifeguard ratio requirements for rental of the York High School Aquatic Center:**

| Event | District Pool Supervisor | Lifeguards / Coaches |
|---|---|---|
| Open Swim Rentals | 1 | Ratio 1:25<br>2 guards if using both ends; All certifications must be on file one week prior to event. |
| Swim Team/Practice | 1 | Ratio 1:40<br>Certified in Coaches Safety Training, background check, athlete protection requirement through governing body. All certifications must be on file one week prior to event. |
| Swim Meet Rental | 1 | Ratio 1:40<br>Additional guard for warm ups. Coaches certified in Coaches Safety Training, background check, athlete protection requirement. All officials have background checks and athlete protection requirement. All certifications must be on file one week prior to event. |
| **All athletes, officials and coaches are registered and insured through governing body.** | | |
| Water Polo/Practice/Games | 1 | Ratio 1:30<br>Certified in Coaches Safety Training, background check, athlete protection requirement. All officials have background checks and athlete protection requirement. All certifications must be on file one week prior to event. |
| **All athletes, officials and coaches are registered and insured through governing body.** | | |
| Scuba | 1 | Ratio 1:12<br>Certified PADI drive rescue certification or higher, supplied by renter. All certifications must be on file one week prior to event. |
| **District 205 Activities** | | |
| Adult Lap Swim | 1 | Ratio 1:30; All certifications must be on file one week prior to event. |
| Swim/Dive/Water polo teams (York) | 1 (coach) | Ratio 1:40; All certifications must be on file one week prior to event. |
| Learn to Swim (not offered at this time) | 1 | Instructor ratio 1:4; All certifications must be on file one week prior to event. |
| Athletic Teams | | 1 – Coach from sport utilizing the facility; All certifications must be on file one week prior to event. |
| Classroom Teachers | 1 | All certifications must be on file one week prior to event. |
| Faculty/Staff | 1 | All certifications must be on file one week prior to event. |

**Guard / Supervisor Expectations:**

When on deck, all lifeguards, supervisors, and coaches must wear appropriate clothing allowing them to make an efficient rescue.

Lifeguards: Certified Lifeguards working the above rentals must be able to perform the following before guarding at the York High School Aquatic Facility:

- Swim 20 yards and retrieve a 10 lb. brick from the bottom of 13'. Carry the brick using both hands back 20 yards and exit the pool without using the ladder in less than one minute and 40 seconds.
- Swim 300 yards using breaststroke and freestyle, rhythmic breathing is required.
- Tread water for 2 minutes without using their hands.
- Explain the Emergency Action Plan
- Perform rescues in both the deep and shallow ends of the pool -active and passive victims.
- Perform an extrication of victim using a backboard for responsive, unresponsive, and/or suspected head, neck, or back injury.
- Stabilize a possible head, neck, or back injury on land and in shallow water.
- Perform CPR, 2 person CPR, and use an AED while CPR is in progress.
- Show the capability or retrieving a victim from under the bulkhead.

Guards certified through York High School have demonstrated these capabilities but will be asked to perform skills on a bi-weekly basis when guarding PE classes. All other guards will be asked to perform these skills on a quarterly basis to allow them to guard at the York High School Aquatic Center.