RIVERSIDE BROOKFIELD HIGH SCHOOL

DISTRICT 208

FACILITY USE AGREEMENT

Philosophy:

Riverside Brookfield High School District 208 (the "District") encourages the community to use its facilities for educational, wellness, civic, cultural and recreational activities in a safe, secure and fiscally responsible manner. The District also makes its facilities available to organizations and entities outside the community where the use generates revenue reducing the tax burden on the community.

Types of Activities Prohibited:

The following activities are prohibited based on the District's sole judgment:

1) Any activity that is prohibited by state, federal or local statute ordinance or regulation.
2) Any activity that may be harmful to the building, grounds or equipment or students, staff or other individuals present.
3) Any activity which conflicts with school activities.
4) Activities that are deemed to be discriminatory.
5) Any activity which allows the presence of illegal drugs, alcohol, tobacco products or gambling.

Liability:

The District Board of Education requires organizations to provide a Certificate of Liability Insurance naming the District as additional insured on a primary and non-contributory basis for a minimum of one million dollars for each occurrence. This Certificate of Liability Insurance must be presented to the District after tentative approval for the Building and Facilities Use Request Form ("Request Form") no less than five (5) days prior to the event date or initial date for periodic or recurring use. The actual additional insured endorsement must be attached to the certificate.

The organization making use of the District facilities shall agree to indemnify, defend and hold harmless the District for any and all liability and damages to the school or other District property by any person or persons that is a member of the organization, a participant or otherwise attending the event and any and all liability and 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 after tentative approval for the event but no less than five (5) days before the initial event date.

The using organization assumes full responsibility for any damage or loss of District property arising from or in any way connected to the organization use 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.

Application:

The District reserves the right to require sufficient time for a full review and investigation of all Request Forms. Therefore**,** a Request Form shall be signed and submitted no less than fourteen (14) days prior to the date of the initial event or activity.

The Request Form is to be submitted to the Business Office. Request Forms for all sports related venues must be approved by the Assistant Principal for Athletics.

Approval Procedure:

Disposition of the Request Form for use of District facilities will be provided to the requesting organization by the Business Office or their authorized designee in a timely manner. The District reserves the right to periodically revise, update and/or otherwise amend any part of this Facility Use Policy.

Deposit:

A deposit equal to 50% of estimated facilities use charges will be required at the time of signing the Use Agreement for a onetime event or activity. For activities that will take place periodically or are recurring, such as use by athletic organizations, a deposit equal to the estimated facilities use charges for one month will be required at the time of signing the Use Agreement.

Cancellation:

In order to receive a refund of the above referenced deposit, cancellation of approval facilities use Request Forms or Use Agreements may be affected by notifying the Business Office in writing a minimum of forty-eight (48) hours in advance of the date of the initial or any periodic recurring event or activity.

Revocation:

The Board of Education of District 208 or its designee retains the right to reject any application or cancel any approved Request Form 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 the Certificate of Liability Insurance and/or other required documentation at least five (5) days prior to the initial scheduled event or activity 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.

Failure to observe and abide by the terms of this Facility Use Policy or any Use Agreement including failure to submit payment due to the District in a timely manner may result in the denial of future use of District facilities to an organization.

Supervision:

The organization's supervisors and designated representatives must remain on site during the entire activity and have a copy of the Use Agreement in their possession.

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

Organizations must provide ample supervision for their event or activity. The District requires a minimum of one adult supervisor or designated representative for every twenty (20) minors and every fifty (50) adults. Supervisors and designated representative representatives 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 and Use:

On weekends and evenings, the only entry point will be Door A on Golf Road on the west side of the building. Opening any other doors for entry is prohibited. Congregation and loitering in the hallways and other areas of the facilities not expressly included in the Use Agreement is strictly prohibited. Participants are authorized to use the hallways and entryways designated by the District for ingress to and egress from the areas of the facilities designated in the Use Agreement and must not wander in or occupy the hallways at other times or for other purposes.

District owned equipment required for the event or activity must be identified at the time of submitting the Request Form. Use rates for any equipment will be included in the Use Agreement. Unless specific arrangements have been approved in the Use Agreement , equipment owned by the District shall not be used by the organization (e.g., tables, chairs, spotlights, audio/visual equipment, stage scenery, musical instruments, public address systems, electronic scoreboards, athletic or physical education equipment.) 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 Form in matters of, but not limited to, days, hours and areas.

The use of tobacco or intoxicating beverages in or on District premises inclusive of sidewalk areas directly adjacent to the building is prohibited.

All applicable state and federal statutes and regulations and municipal ordinances and regulations, including police and fire regulations and 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 Request Form.

Games of chance e.g., lotteries and bingo are prohibited. Split-the-pot and similar raffles are allowed.

Equipment or apparatus provided by the approved organization must be removed from the facilities promptly after the event to avoid interference with the normal school program. The organization must describe the type of any apparatus it desires to bring into the facilities in its Request Form.

Authority:

The Assistant Principal for Athletics, Chief Financial Officer or their designee are authorized to act concerning any issue not specifically covered by this policy or other District policies or procedures.

Facility Use Rates:

Applicable charges for the use of the facilities shall be determined by the four general classifications of groups or organizations submitting a Request Form (see attached "Facility Space Charges" Schedule "A", Personnel Charges "Schedule B" and Equipment Charges "Schedule C")

Group I

No fees; the Board of Education subsidizes all facilities usage by the group.

Examples of Group I entities are as listed but not limited to the following:

RB current student: approved curriculum, sports and activities and RBHS official parent groups such as Boosters, Patron's Council/PTO, Music Sponsors, RB Educational Foundation, and Governmental Entities having reciprocating agreement with the district.

Group II

Fee definitions: Cost recovery will 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:

In district sports teams and organizations and governmental entities not having a reciprocal agreement with the District.

- Charges for personnel and/or space may be waived by the District for organizations in Group II provided the organization is approved for space use during the hours of 7:30 AM – 10:00 PM Monday through Friday and provided the event or activity 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:

Out of district youth sports teams and organizations, Non-profit 501(C) (3) organizations and adult sports teams and organizations.

- To ensure proper Group Classification, non-profit groups will be required to provide proof of tax-exempt status and/or Certificate of Good Standing from the State of Illinois, Department of Business Services.

Group IV

Fee definitions: Cost recovery plus at a rate determined by the District.

Examples of Group IV entities are as listed but not limited to the following:

For profit businesses or entities

Additional Charges:

In addition to basic facility use charges, personnel costs as shown on Schedule B (See note 5) for custodial, grounds, maintenance or other required labor or supervision may be assessed as determined by the District and deemed necessary or appropriate for the event preparation, coverage during the event and time required to return the space used by the organization for the normal school session. Also, costs for equipment will be assessed in accordance with Schedule C.

Pre-approved use of the kitchen, natatorium, RBTV Studio and other such "special use" areas will require the presence of District personnel. Specific labor rates and hours will be determined at the time of submitting the Request Form.

A snow plowing and/or salting surcharge of $25.00 per event will be added for all events between November 1 and April 1.

Assessments for space use, equipment costs and personnel are to be considered as "estimates" and will be based upon the information provided at the time the Request Form is submitted. Actual charges will be determined following the event. Fractions less than one-half hour will be rounded to the nearest half-hour.

Invoices and Payment:

For periodic or recurring use, the District's business office will invoice the organization on a monthly basis. For onetime events, the District will provide a final invoice following the event. Invoices, as adjusted for actual costs, including adjustments for deposits for final invoices, are due within thirty (30) days of billing. Cancellation or revocation will render the organization responsible for all charges that are reasonably incurred and cannot be avoided by the District.

HOLD HARMLESS AGREEMENT

_____[Insert organization's legal name] (Organization) hereby agrees to protect, defend, indemnify and save harmless and reimburse Riverside Brookfield High School District 208, its Board officers, agents and employees (collectively the District) from and against and all loss claims, lawsuits, liability, 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 claimed damage to, loss or destruction of property of the District or of others or because of claims, demands, lawsuits, actions, settlements, or judgments whatsoever for bodily injury, sickness or disease, including death, sustained by any person resulting from or in connection with or by reason 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 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 party 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.

Dated this _____day of _____20_____

_____

Authorized signature of organization

_____

Name

_____

Title

SCHEDULE "A"

FACILITY SPACE CHARGES

Area/Space	Group I	Group II	Group III	Group IV
Auditorium – Rehearsals House lighting and front stage only.	N/C	$28	$50	$66
Auditorium – Performances House lighting, dressing rooms, front and rear stage only.	N/C	$33	$61	$83
Little Theatre – Rehearsals House lighting and stage only.	N/C	$22	$33	$50
Little Theatre – Performances House lighting, dressing room and stage only.	N/C	$28	$50	$66
Faculty Cafeteria	N/C	$17	$28	$33
Student Cafeteria	N/C	$22	$33	$44
Main Gym – floor only	N/C	$17	$28	$50
Main Gym – including bleacher sections	N/C	$22	$33	$61
East Gym	N/C	$15	$22	$39
Field House	N/C	$17	$28	$50
Gymnastics Room	N/C	$22	$33	$50
Spin Cycle Room	N/C	$22	$28	$39
Fitness Room	N/C	$28	$39	$55
Weight Room	N/C	$33	$50	$72
Wrestling Room	N/C	$28	$39	$61
RBTV	N/C	TBD	TBD	TBD
Alumni Lounge	N/C	$17	$28	$33
Bill Lehotsky Room	N/C	$17	$28	$33
Aquatic Center Includes Locker Rooms	N/C	$17	$50	$66
Standard Classroom	N/C	$17	$28	$33

Shuey Stadium – Track and/or field only. (See Schedule "C" Equipment Charges for lighting, scoreboard or sound system use. See Schedule "B" Personnel Charges for scoreboard or sound operator.)	N/C	$28	$44	$61
Shuey Stadium – Track and/or field only w/lighting	N/C	$28	$39	$55
Shuey Stadium – Track and/or field only w/Scoreboard or Sound System. Must use our Operator.	N/C	$44	$50	$55
Shuey Stadium – Track and/or field only w/Scoreboard and Sound System. Must use our Operator.	N/C	$44	$55	$61
Common areas – in excess of 500 sq. ft.	N/C	$6	$11	$17
Other space charges TBD upon request		TBD	TBD	TBD

Notes:

1) All rates shown as "per booked hour."
2) Minimum two-hour [3 in Schedule B, note 3 and Schedule C, note 1] space use charge for all areas
3) Charges may be assessed at time of application review for the use of additional furniture/equipment items such as podiums, tables, chairs, etc.
4) Charges may be assessed at time of application review for the use of specialized equipment as detailed in Schedule C such as but not limited to sound, scoreboards, and theatrical lighting in the following areas:
    - Shuey Stadium
    - Main Gym
    - East Gym
    - Field House
    - RBTV
    - Auditorium
    - Little Theatre
5) Special use restrictions apply to Aquatic Center and Shuey Stadium track and field.
6) Space such as but not limited to the following areas may not be available for use due to safety, security, sanitation or other concerns:
    - Food preparation kitchens
    - Shuey Stadium Locker Rooms
    - Student Locker Rooms
    - Dance Studio
7) Use of following space and/or equipment in the following areas may require coverage by specially trained District personnel:
    - Gymnastics
    - Spin Cycle Room
    - Fitness Room
    - Weight Room
    - Aquatic Center
8) Spaces Use Charges subject to change.

SCHEDULE "B"

PERSONNEL CHARGES

Position	Group I	Group II	Group III	Group IV
Custodial, Maintenance or Grounds	N/C	$39	$50	$55
Aquatic Center Supervisor	N/C	$28	$33	$50
Lifeguard	N/C	$17	$22	$33
RBTV Studio Supervisor	N/C	$39	$50	$55
RBTV Studio Tech	N/C	$17	$17	$22
Auditorium Supervisor	N/C	$39	$50	$55
Auditorium Tech	N/C	$17	$17	$22
Kitchen Personnel	N/C	$28	$33	$44
District Security Personnel	N/C	$28	$39	$44
Athletic event scoreboard or sound system operator	N/C	$39	$42	$44
Other support personnel as may be deemed necessary		TBD	TBD	TBD

Notes:

1) All Custodial, Maintenance and Grounds rates are shown at "per hour" overtime.
2) All other rates are shown at "straight-time." Weekend and holiday events may be billed at higher hourly rates than shown.
3) Minimum three-hour [2 in Schedule A, note 2] labor charge may apply for all activities.
4) The presence of a Supervisor and Life Guard may be required during the duration of Aquatic Center use.
5) Charges may be assessed at time of application review for the presence of District trained staff or other such personnel as required to operate specialized equipment in the following areas:
    - Shuey Stadium
    - Main Gym
    - East Gym
    - RBTV
    - Auditorium
    - Little Theatre
    - Kitchen

6) Labor rates subject to change.

*Charges for personnel may be waived by the District for an organization in Groups II providing the organization is approved for space use during normal work hours from (6:30 AM – 11:30 PM) Monday through Friday and providing the event or activity does not require more than minimal set-up/take-down assistance, does not detract, interfere or otherwise hinder in any way the work being performed by the staff.

SCHEDULE "C"

EQUIPMENT CHARGES

Item	Group I	Group II	Group III	Group IV
Slide Projector	N/C	$28	$50	$83
Video Projector		$33	$55	$110
Overhead Projector		$11	$28	$50
VCR/Monitor	N/C	$22	$39	$72
Amplifier/Wireless Mic		$22	$33	$55
Tri-Pod Screen		$11	$22	$44
TV Monitor		$11	$22	$44
DVD/VCR Combo		$22	$39	$61
Lap top Computer	N/C	$33	$55	$110
Lectern	N/C	$11	$22	$28
Folding Tables	N/C	1-5 n/c ea./event 6+ $1.00 ea./event	$2 ea./event	$3 ea./event
Folding Chairs	N/C	1-20 n/c ea./event 21+ .50 ea.	1-20 n/c ea./event 21+ $1.00 ea.	$1 ea./event
Electronic Scoreboards: Shuey Stadium and Gymnasiums	N/C	$6	$17	$22
Little Theatre or Auditorium House sound systems	N/C	$11	$22	$39
Auditorium or Little Theatre theatrical stage lighting	N/C	TBD	TBD	TBD
Shuey Stadium lighting	N/C	$6	$11	$22

Notes:

1) Rates shown at per hour with three-hour minimum. [2 in Schedule A, note2]
2) Equipment charges to Group II may be adjusted or waived by District.
3) Specific equipment items may require operation by trained in-house staff member.
4) Charges for other equipment items to be determined upon request.
5) Equipment charges subject to change.

Summary of Use Requirements

- Submit Building and Facility Use Request Form to appropriate office
  - No less than 14 days prior to event
  - Specify specific space(s) requested
  - Specify any and all equipment needs
- Once approved and no less than 5 days prior to event submit:
  - Copy of Request Form initialing acknowledgment of *estimated* charges
  - Certificate of Liability Insurance
  - Signed Hold Harmless Agreement documents
  - Deposit applied to estimated charges
  - Applicant acknowledges willingness to abide by all regulations and stipulations as identified in the Riverside Brookfield High School Facility Use Policy.
  - Documents establishing the validity of the organization and authority of the signor to bind the organization.