

**Streator Elementary School District #44
1520 N. Bloomington Street
Streator, IL 61364**

2019-20 FACILITY RENTAL AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20____,
between Streator Elementary School District #44("DISTRICT") and _____
("LICENSEE") for the use of the facility hereinafter defined.

Contact Name: _____
Contact Mailing Address: _____
Contact Mailing Address: _____
Contact Phone Number _____

NOW THEREFORE, it is agreed as follows:

SECTION 1.0 USE OF FACILITY.

The DISTRICT grants unto LICENSEE the use of, and LICENSEE does hereby agree to use

Name of School Requesting: _____
including the building and grounds ("Facility"), under the terms and conditions set forth herein. The date, time, and activity or activities to be performed in the Facility, and the portions of the Facility to be so used are as follows:

Area(s) of Facility to be used: _____
Purpose for use: _____

Date(s) on which Facility will be used pursuant to this Agreement: _____

Building Entry Time: _____ Building Exit Time: _____
Event Start Time: _____ Event End Time: _____

*There may be 1 hour of set up/clean up added to your invoice depending on custodial time necessary

Will the event have any food available (not pre-packaged and sealed)?	YES	NO
Will you be advertising this event? (All advertising must be approved by the District – Please submit all advertising with this form).	YES	NO

Do you have any special requests/needs? (Additional charges may apply) _____

Please Note

***Certificate of Liability Insurance MUST be attached for non-District entities**

****If serving any food to the public, the food MUST be prepared by someone who holds a current Food License, or prepared and cooked onsite in the presence of a District licensed staff member**

SECTION 2.0 RENTAL CHARGES (See fee sheet on page 3)

2.1. **Rates. (To be filled out by District Office)**

Facility Fee Rates: \$ _____ per _____ (Hour)

Rates for any necessary District employees (e.g., custodial, kitchen, security, etc.):

\$ 20.00 per hour for Kitchen Staff
\$ 40.00 per hour for Custodial Staff
\$ 60.00 per hour for Security

Hours for necessary District employees (**To be filled out by District Office**)

_____ hours for Kitchen Staff
_____ hours for Custodial Staff
_____ hours for Security

Total Estimated Rental Charges: \$ _____

Total Estimated Labor Charges: \$ _____

Total Estimated Charges: \$ _____

Note: Usage of facility will also depend upon availability of district staff to work event.

2.3. **Additional Charges.** Licensee acknowledges and agrees that additional charges may accrue based on actual usage of facility in accordance with the schedule identified in Section 2.1 above.

2.4 **Deposit.** Licensee shall pay a non-refundable deposit in an amount equal to twenty-five (25%) percent of the minimum estimated charges within seven (7) days of approval of this Agreement by the District, but in no event later than 24 hours prior to the scheduled use.

THE ADDITIONAL TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE OF THIS FORM ARE INCORPORATED HEREIN BY REFERENCE.

Licensee

Name: _____

Signature: _____

Building Principal

Name: _____

Signature: _____

District Superintendent

Name: _____

Signature: _____

ADDITIONAL TERMS AND CONDITIONS

1. **Other Uses.** Officers, agents, and employees of the DISTRICT reserve the right to enter all areas of the Facility at any and all times. LICENSEE further understands and agrees that during the term of this Agreement, the DISTRICT may use or cause to be used for its purposes, any portion of the Facility not in use by the LICENSEE.
2. **Time for Payment.** The balance of the minimum estimated charges shall be paid by no later than the day of the use. Any additional charges accrued beyond the estimated minimum charges set forth above shall be paid by LICENSEE within thirty (30) days of receipt from the DISTRICT of an invoice for such additional charges.
3. **Cancellation.** If LICENSEE desires to cancel this Agreement, it must notify DISTRICT no later than 24 hours prior to the start time designated by this Agreement, otherwise payment will be required.
4. **Regulations Pertaining to Use.** LICENSEE agrees to abide by and cause its invitees and licensees to abide by the following rules and regulations:
 - a. Any functions for minors must be chaperoned by parents or other responsible adults.
 - b. LICENSEE shall not permit entrance to portions of the Facility other than those specifically outlined above.
 - c. LICENSEE shall not staple, nail, or otherwise affix decorations or signs onto any surface in a manner so as to damage walls, floors, windows, or other surfaces or furnishings of the Facility. All decorations and signs must be removed immediately after the conclusion of the activity or activities conducted pursuant to this Agreement.
 - d. LICENSEE shall use and occupy Facility in a safe and careful manner and comply with any federal, state, county, or municipal authority controlling or governing the Facility or the operation therein, including, but not limited to, all policies, rules and regulations of the DISTRICT.
 - e. LICENSEE shall use said Facility solely for the purposes herein provided and shall not permit the Facility or any part thereof to be used for any gambling or any unlawful, indecent, obscene or immoral attractions, exhibitions, purposes or entertainment or in any manner so as to injure persons or property.
 - f. LICENSEE shall not permit any individual to bring into the Facility any alcoholic beverages or any materials, substances, equipment or objects which are likely to endanger the life of, or cause bodily injury to, any person on the Facility or which are likely to constitute a hazard to property thereon.
 - g. LICENSEE shall not permit individuals to smoke inside the Facility, and no tobacco shall be sold or distributed on DISTRICT property.
 - h. LICENSEE recognizes that the DISTRICT may have representatives present in the Facility during use.
5. **Indemnification.** The LICENSEE hereby assumes, releases and agrees to indemnify, defend, protect and hold harmless the DISTRICT, its Board members, agents and representatives from and against any loss of and/or damage to the property of LICENSEE, and all loss and/or damage on account of injury to or death of any persons arising in any way from negligent, reckless or willful misconduct of LICENSEE, its employees, agents or independent contractors.
6. **Damage and Loss.** LICENSEE agrees to return the leased premises and equipment to the DISTRICT at the end of the term of use in the same condition as the date of the start of this lease, ordinary use and wear excepted. LICENSEE agrees that if any portion of the Facility or contents thereof, during the term of this lease, shall be damaged by the act, default, or negligence of the LICENSEE or of the LICENSEE's agents, employees, patrons, guests or any person admitted to premises by LICENSEE, LICENSEE will pay to the DISTRICT upon demand such sums as shall be necessary to restore the premises and equipment to their previous condition. LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to any portion of the premises at the time of LICENSEE's use, not including any representatives of the DISTRICT.
7. **Assignment.** LICENSEE may not assign this Agreement or any right contained in this Agreement nor sublet the Facility without the written consent of the DISTRICT. Any assignment or sublease of this Agreement or terms arising under this Agreement without written consent of the DISTRICT shall void this Agreement.
8. **Attorney's Fees.** Should DISTRICT prevail in whole or in part in any litigation between the parties, including, but not limited to, actions to collect any use or service charge after same is past due, LICENSEE agrees to pay for all of DISTRICT's reasonable attorney fees. Fees shall be payable whether for negotiation, trial, or appellate purposes.

9. **Insurance.**

- a. LICENSEE agrees to acquire and maintain during all times it is using the Facility liability insurance in an amount not less than \$1,000,000 per occurrence combined single limit, for bodily injury and property damage, including premises/operations, products/completed operations, and personal & advertising injury. LICENSEE also agrees to provide fire damage insurance in the amount of \$500,000 and medical payments in the amount of \$5,000. All insurance shall be provided by a carrier which is satisfactory to the DISTRICT.
- b. The DISTRICT must be named as an additional insured.
- c. LICENSEE must provide a certificate of insurance reflecting all of the above requirements prior to use of the Facility.

10. **Miscellaneous.**

- a. This Agreement contains the entire agreement between the parties. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding unless in writing and signed by both parties.
- b. This Agreement shall be governed by the laws of the State of Illinois.

Fee Schedule

Categories of Users of School Facilities and Schedule of Charges

- A. Use of school facilities for activities including, parent, teacher, and student groups sponsored by the school, organized youth character building agencies (such as boy scouts, girl scouts, 4-H and Robotics); community oriented groups for meetings, (that have the district for their residence), governmental, civic, charitable, or religious groups which have the district for their residence for non-revenue producing events.

Charges: Charges will generally not be assessed for Group A groups except in cases where there will be a cost incurred by the District involved with the rental. For example, when a custodian, security officer, or kitchen help is required.

- 1. PTO's and Booster Clubs, which are partners of the district, will not be charged any fees for building rental or staff time for events that are held to benefit the school district.

- B. Use of school facilities participating in all activities that do not fall under Category A.

Hourly Rates

Gym	\$80.00
Classroom or Library	\$40.00
Cafeteria	\$60.00
Kitchen and Cafeteria	\$100.00
Field – Baseball	\$50.00

Approved by Board of Education for 2019-20 on March 19, 2019