

SCHOOL FACILITIES USE AGREEMENT
(Hold Harmless, Identification and Insurance)

TO: Board of Education of Lebanon CUSD #9
200 West Schuetz Street
Lebanon, IL 62254

SUBJECT: Use of School Facilities

Request Date: _____

Date(s) of Activity(ies): _____

Type of Activity(ies): _____ Size of Audience:

Specific room(s) and/or space needed: _____

Total Time Facility will be needed: From: _____ to: _____

Hours of Activity: From: _____ to: _____

Organization Name: _____

Organization Phone: _____

Organization Address: _____

Contact Person: _____ Phone: _____

Contact Person's Email: _____

Contact's Address: _____

Officers and Responsible Parties:

<u>Name</u>	<u>Title</u>	<u>Address</u>	<u>Phone #</u>

**HOLD HARMLESS AND INDEMNIFICATION AGREEMENT
PLEASE READ AND SIGN**

By accepting a permit, the Applicant agrees to defend, indemnify and hold harmless Lebanon Community Unit School District No. 9, Lebanon, Illinois, (“District”); the Board of Education (the “Board”), its members, employees, agents, and insurers, 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, all injuries received or which may at any time in the future be received, by any person employed, contracted, or associated by agreement or any other manner with Applicant, including any exposure, infection, and/or spread of infectious diseases or any other injury, illness, exposure, or disease from a pandemic or public health crisis. 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 applicant covenants not to sue the District, the Board, its members, employees, agents, and insurers, in their official or individual capacities for any alleged loss, judgment, injury, or expense which arises as a result of this Agreement. Applicant further agrees to assume all costs for repair or damage to the Facilities or their contents during the period of authorized use of Facilities. Applicant further agrees to abide by the rules, regulations and policies of the Board which are incorporated herein by reference.

The Applicant 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 the Applicant’s organization in amounts not less than \$1,000,000.00 combined single limit for bodily injury and property damage including damage to school property. All insurance must be occurrence based insurance. All insurance coverage shall name the Lebanon Community Unit School District No. 9 as an insured party and shall be issued by an admitted (Illinois) insurance company. A current Certificate of Insurance or copy of the endorsement, listing Lebanon Community Unit School District No. 9 as an additional named insured, shall be required giving evidence of the above-mentioned types of coverage and shall be filed with the District no later than 14 days prior to the date of the building usage. The Certificate of Insurance and all insurance policies required to be obtained by Applicant shall provide that coverages afforded under the policies will not be canceled, reduced, or allowed to expire without at least thirty (30) calendar days prior written notice given to Lebanon Community Unit School District No.9.

I, on behalf of _____, (jointly and severally, the “Applicant”) have read the policy of Lebanon Community Unit School District No. 9 ***Rules Governing Use of School Facilities***, which is incorporated herein by reference, and the signature below affirms our agreement to follow the policy, including, but not necessarily limited to, requirements for insurance certification and the rules governing the use of school facilities.

By accepting a permit, the Applicant promises and agrees that it will protect, defend, indemnify, save, keep harmless the Lebanon Community Unit School District No. 9, Board of Education, and its successors, agents, employees, board members, and assigns from any and all liability,

claims or demands of whatever kind of any nature, (including, but not necessarily limited to, statutory liability and liability under worker's compensation laws), loss, cost, damage, penalties, charges, and expenses (including, but not necessarily limited to, the reasonable attorneys' fees and expenses of investigation, settlement, and/or litigation) including, but not limited to, personal injury, death, disease or property losses, damages, and/or any other losses, whether known or unknown, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERS, which arise from, or in any way grow out of, any act, omission or neglect of the Applicant on or about the property in connection with any (a) violation, or alleged violation, of any constitution, statute, ordinance or regulation; (b) injury or death of any person or property damage to any property; (c) any failure of the Applicant in any respect to comply with and perform all the requirements and provisions of the Board I using school property; or (d) arising out of or in any way connected to the use of District facilities, including exposure, infection, and/or spread of an infectious disease or any other injury, illness, exposure, or disease from a pandemic or public health crisis.

By accepting a permit, the Applicant also promises and agrees to accept full liability for all loss or damage to school property while using facilities and to pay the cost of any repair or replacement related thereto. Applicant understands and agrees that permission to use facilities may be revoked or cancelled at any time with or without cause, and Applicant shall have no claim or right to damages or reimbursement for any loss or expense resulting from such revocation or cancellation.

Compliance with Rules and Regulations

Applicant agrees to comply with, and to require all of its attendees to fully comply with, all laws, rules, regulations and/or Board of Education Policies applicable to the Premises and Applicant's use of the Premises including (but not limited to) (a) all of the Board's and District's policies and practices relating in any manner to pandemics and/or mitigation efforts and requirements; and (b) all federal, state, and local laws, rules, regulations, guidelines, orders, and/or recommendations (including but not limited to those of the United States Government and its officials, the state of Illinois, the Illinois Governor, the Centers for Disease Control and Prevention ("CDC"), the Illinois Department of Public Health ("IDPH"), and/or any other similar body with authority to issue requirements or guidelines for public gatherings and/or facilities in Illinois. Applicant agrees to require all individuals (including its officers, employees, volunteers, and/or invitees) to fully comply with these laws, rules, regulations, guidelines, orders, recommendations, and/or programs. Applicant assumes full responsibility for implementing and enforcing safety measures to avoid the spread of infectious illness and agrees to abide by all applicable policies, procedures and instructions relating to a pandemic disease, and to abide by all applicable federal, state and local laws, rules, regulations, guidelines, orders, and/or recommendations.

The District and Board of Education have, and hereby reserve, the right to require at any time verification of compliance with all applicable laws, rules, regulations, guidelines, orders, recommendations, and/or programs. Applicant agrees to hold the District and the Board of Education harmless from any claims for damages and/or expenses arising from any pandemic, epidemic, endemic, outbreak, or any other widespread viral or bacterial infection that occurs during, and/or arises from Applicant's use of the Premises, and Applicant agrees to provide (at

Applicant's expense) all cleaning and disinfectant services and/or related safety products relating to Applicant's use of the Premises and compliance with the aforesaid standards of care.

Applicant agrees that Custodian and/or cafeteria staff are required (if one is not normally on duty) when Food and/or Drink is served, furniture and/or equipment (chairs, tables, speakers) are to be moved to alternate locations, use of multiple areas of the building(s), and or use of the kitchen is required. The Applicant agrees to compensate the required custodian and/or cafeteria staff who work the event a rate of \$15.00/her upon leaving.

Lebanon Community Unit School District No. 9 reserves the right to immediately terminate this Agreement, at its sole and exclusive discretion, whether for its convenience, whether due to Applicant's non-compliance with any of the aforesaid standards and requirements, and/or whether in the event of any pandemic, epidemic, endemic, outbreak, or any other widespread viral or bacterial infection arises and/or spreads. Lebanon Community Unit School District No. 9 shall also have the specific right to immediately terminate or suspend this Agreement if Applicant and/or its officers, employees, volunteers, and/or invitees fail to comply with the terms and requirements set forth herein.

Applicant agrees at all times when using the Premises to comply, and to require its invitees to comply, with the District's Rules Governing Use of School Facilities, a copy of which is attached hereto.

Signature: _____
Print Name: _____
Role In Organization: _____
Date: _____

**** PLEASE DO NOT WRITE BELOW THIS LINE****

Rental Charge (if any):
Payable to: (Lebanon CUSD #9)

Signature of Superintendent Date

___ Approved by Superintendent
___ Denied by Superintendent

Signature of Board Date

___ Approved by Board of Ed.
___ Denied by Board of Ed.

LEBANON COMMUNITY UNIT SCHOOL DISTRICT NO. 9
RULES GOVERNING USE OF SCHOOL FACILITIES

FACILITY USE

The Board of Education of Lebanon Community Unit School District No. 9 supports the idea that school facilities should be made available to the community for activities and events which are in the best interest of the District 9 community and do not interfere with the function of the school

School Facilities may be provided for the use of school affiliated cultural, religious, social, or civic groups. School facilities shall not be used for promulgating any theory or doctrine subversive to the laws of the United States or any political sub-division thereof, or advocating governmental changes by violence, or for any activity that may be inconsistent with principles of the District or may be injurious to the buildings, grounds or equipment.

A. Application for Facility Use

1. All request for use of school property, including facilities and equipment, must be directed to the Superintendent, except that student groups meeting during school hours must direct their written requests to the Principal. The Principal may grant authorization of the use of school property for student groups meeting during school hours or school programs meeting beyond school hours. The Superintendent may grant authorization of use of school property for school affiliated groups.
2. Scheduling must be coordinated with the Superintendent or his/her designee. Meetings of school affiliated groups shall have precedence over all others. Use of facilities granted under this policy may not conflict with District activities or maintenance schedules.
3. All applicants must complete the form titled "SCHOOL FACILITIES USE AGREEMENT" which may be obtained by contacting the District office.
4. The Board shall consider only those completed requests made at least fourteen (14) days before the scheduled regular Board meeting. Emergency request for use of school property may be granted by the Superintendent upon extenuating circumstances.

B. Grant of Permission

1. Permission to use District facilities shall be based on the following considerations:
 - a. Scheduling arrangements;

- b. Consistency with purposes of this policy;
 - c. Applicant's agreement to indemnify the District and to provide insurance as set forth in section C below;
 - d. Applicant's agreement to the "rules Governing the Use of the School Facilities," as set forth in section D below;
 - e. Non-profit nature of activity;
 - f. Completion of SCHOOL FACILITIES USE AGREEMENT;
 - g. Any other relevant matter, including, but not necessarily limited to, legal restrictions; and
 - h. Risk of disruption to District operations or damage to facilities.
 - i. Board Policy 8:20 Community Use of School Facilities.
 - j. Applicant having a required Staff Sponsor who will be in attendance.
2. Upon approval of the Board, a facilities use permit shall be issued. Applicants shall receive written notification of the issuance of such permit.
 3. Although permission may be granted for regular use of facilities (i.e. every Wednesday at 3:00 p.m.), in no event shall permission be granted for a period of more than one year at a time.
 4. The Board may charge for facility use pursuant to the schedule of fees determined by the Board. Extraordinary costs may be billed to the applicant. Extra security may be required at applicant's cost.
 5. The applicant will be required to have custodians and/or cafeteria staff present when food and/or drinks are served, furniture and/or equipment (chairs, tables, speakers) need to be moved to alternate locations, when using multiple areas of the building(s), when use of the Kitchen is required for the event. The group using the facility will pay the staff member working at a rate of \$15.00/hour upon leaving.

C. Claims Arising from Use.

1. As set forth in the SCHOOL FACILITIES USE AGREEMENT, by accepting a permit, the applicant agrees to indemnify the School District, the Board of Education and their members, officers, employees, agents and insurers, in their official and individual capacities.
2. Applicant, other than a school affiliated group applicant, shall provide liability insurance coverage. The minimum amount of insurance to be procured for utilization of the property is one million dollars (\$1,000,000). A larger amount of insurance may be required by the Superintendent due to the nature of the use. All insurance must be occurrence based insurance. All insurance coverage shall name the Lebanon Consolidated Unit School District No. 9 as an insured party and shall be issued by an admitted (Illinois) insurance company. The Applicant agrees that the School District, the Board of Education and their members, officers, employees and agents shall be named as additional insureds. The certificate of insurance shall provide that the

insurance may not be canceled, modified or non-renewed without thirty (30) days advance written notice to the Superintendent by certified mail. Insurance verification must be received prior to the permit being granted.

3. The Board shall not be liable for any cancellation of a scheduled program arising from the applicant's decision to cancel the activity, the failure of heating system, electrical service or other building equipment, or an Act of God or any decision of the Board or its designee.
4. Applicant understands and agrees that permission to use facilities may be revoked or cancelled at any time with or without cause, including for reasons related to pandemics, and Applicant shall have no claim or right to damages or reimbursements for any loss or expense resulting from such revocation or cancellation.

D. Rules Governing the Use of School Facilities

The following "Rules Governing the Use of School Facilities" shall be followed by all groups using the school facilities and shall be distributed with all permits for the use of District 9 facilities.

1. Smoking is to be prohibited at all times.
2. No alcoholic beverages or unlawful drugs are to be sold, possessed or consumed on school premises.
3. The group using the facilities agrees to limit the audience to the maximums stipulated by the permit for the facilities assigned and to maintain adequate aisles to exits.
4. No facilities or equipment beyond that granted in the permit shall be requested or used without approval from the Board or the Superintendent.
5. The Superintendent is to be notified at least forty-eight (48) hours in advance in the event any approved program should be canceled.
6. The permit for the use of the facilities is not transferable.
7. Any damage to the school property must be reported in writing to the Superintendent or his office immediately after such damage has been incurred.
8. The sponsoring person or organization shall provide adult supervision as shall be necessary to control the activity.
9. The proper respect and consideration shall be accorded to those resident living in the immediate area at all times.
10. Proper respect shall be shown to employees of the Board at all times.

11. The Board or its designee shall have the authority to expel any individual, team or group that fails to comply with these rules. The Board or its designee reserves the right to cancel any permit at any time for any reason deemed sufficient in the sole discretion of the Board or its designee. The Board or its designee must be accorded the right of access at all times. Without further action of the Board, designees of the Board include the Superintendent and the Principal. The Board will be informed if any individual, team, or group is expelled or if any permit is canceled.
12. Applicant agrees to comply with, and to require all of its attendees to fully comply with, all laws, rules, regulations and/or Board of Education Policies including (but not limited to) all of the Board's and District's policies and practices relating in any manner to pandemics and/or mitigation efforts and requirements, and all federal, state, and local laws, rules, regulations, guidelines, orders, and/or recommendations for public gatherings and/or facilities in Illinois including but not limited to infectious disease safety laws and requirements.
13. All groups must vacate the building by 10:00 p.m., unless otherwise allowed in the grant of permit.
14. Weapons are prohibited at all times.
15. Fighting, striking, or threatening another person is prohibited at all times.
16. Gambling is prohibited at all times.
17. Illegal activities are prohibited at all times.

FACILITY USE

The Board may charge for facility use pursuant to the following schedule of fees as determined by the Board. Extraordinary costs may be billed to the applicant. Charges for damaged or missing school property during a group's use of the facilities shall be the responsibility of the group. Payment by the applicant for any damages or missing school property will not exceed the cost of repair or replacement. Extra security, as determined by the Board or its designees, may be required at the applicant's cost.

Student groups, school-related organizations, government agencies, and non-profit organizations are granted the use of school facilities at no costs during regularly staffed hours. Facilities and grounds will not be made available to individuals for personal or social reasons or to business enterprises for commercial gain.

All group/individual request for facility use will be required to pay for custodians and/or cafeteria staff that have to work past their regular hours as previously described further above. The Superintendent will negotiate facility use rates related to for-profit groups or individuals.

Acknowledgement:

I, _____, a duly authorized representative of _____, hereby acknowledge that I have reviewed and consent and agree to abide with all of the provisions set forth in the above Rules Governing Use of School Facilities.

Signature

Date