

COAL CITY COMMUNITY UNIT SCHOOL DISTRICT #1

FACILITY LICENSE GUIDELINES

Revised June 2014

INSTRUCTIONS: Please read the following pages and fill out the areas on the enclosed application. Submit the application along with the required deposit and a certificate of insurance naming Coal City Community Unit District No. 1 as additional insured to the High School Principal for approval.

The Coal City Community Unit District No. 1 School Board has adopted a policy of permitting community groups to use school facilities. The School Board reserves the right to control and supervise such use, and grant permission as it deems appropriate in its sole discretion. No person, group, organization or firm shall have any vested right to use school facilities.

Permission to use school facilities will be contingent on the following factors:

- use which is consistent with the public welfare and the purposes of the District;
- use which promotes benefit to District residents;
- use which in no way might result in damage to District property or physical danger to District students or personnel;
- use which is consistent with the administrative procedures of the District and the laws and regulations of the State of Illinois;
- use which in no way is intended to further any program or movement whose purpose is to accomplish the overthrow of the government of the United States or of the state by force, violence or other unlawful means.

Categories of users for the purposes of establishing priority have been established, and are as follows:

1. School Affiliated Groups, including but not limited to, approved student groups, booster clubs and parent organizations;
2. Other taxing bodies, including but not limited to, public school districts, park districts, incorporated villages and their departments;
3. In-District non-profit organization not charging admission or like fees;
4. In-District non-profit organization charging admission or like fees, including but not limited to, theatre productions, dance recitals, Boy/Girl Scouts, private schools, religious, cultural, recreational, civic organizations and community productions.
5. In-District "For Profit" Organizations;
6. All Out-of-District Organizations and other groups.

In scheduling the use of facilities and properties, activities associated with the District educational program shall have priority over the activities of any other organization. Confirmation of Category 1, 2, 3, 4, 5 and 6 organizations may be withheld until completion of the school calendar. The highest priority will be given for usage by Category 1 groups, and the lowest assigned to Category 6 groups. Groups in the same category shall be decided on a first-come, first-served basis at the sole discretion of the School District. Applications will be accepted no earlier than July 1st of the school year in which use of the auditorium is being requested. In the event two organizations in the same category submit their application for use on the same day and the events requested for use conflict, a lottery drawing will be held to determine which organization takes precedence.

As a condition of District facilities use by community organizations, the organization shall indemnify and hold harmless the District, its agents and employees from and against any and all loss, cost including attorney's fees, damages, expense and liability including statutory liability and liability under workmen's compensation laws in connection with claims for damages as a result of injury or death of any person or property damage to any property which arises from or in any manner grows out of the use of the District's facilities by the organization, its partners, members, agents, employees, customers, invitees, contractors and subcontractors. The School Board requires that the organization supply written proof that it maintains adequate insurance coverage against personal injury and/or property loss.

Application for use of facilities must be made at least 45 days in advance to the High School Principal, stating fully:

1. The purpose for which the auditorium is to be used;
2. The character of the program or activities;
3. The materials to be brought into or near the building;
4. The arrangement of the rooms or furniture, including decorations;
5. The charges to be paid to participate or attend;
6. Any other information requested on the form provided by the Unit Office, and any other information requested by District personnel.

Regulations on the use of school premises:

- Organizations using school facilities shall at all times provide adequate adult supervision to insure proper care of and use of school property.
- A regular school custodian and/or other school personnel as may be required at the School District's sole discretion, shall be present and in authority over school property while the property is being used for anything other than school purposes.
- All applications for use will be issued for specific areas and specific hours. It shall be the responsibility of the organization or individual to see that unauthorized portions of the District facilities are not used or trespassed upon and that the premises are vacated as scheduled.
- The District shall not be liable for personal property that is lost or stolen.
- Any use of the school's facilities shall not interfere with the school district's scheduled activities.
- No concessions may be sold during auditorium performances.

No person on school premises shall:

1. Injure, threaten, harass, or intimidate any other person;
2. Fight, or otherwise strike or threaten any other person;
3. Damage the property of the School District or another person;
4. Violate any provision of the criminal law of the State of Illinois or a municipal ordinance;
5. Smoke or otherwise use tobacco products;
6. Consume, possess, or distribute alcoholic beverages, controlled substances, or illegal drugs;
7. Possess a weapon or object that could reasonably be considered a weapon or that looks like a weapon;
8. Use vulgar, obscene or profane language;
9. Impede, delay, disrupt, or otherwise interfere with any school activity or function (including using cellular phones in a disruptive manner);
10. Enter upon any portion of school premises at any time for purposes other than those that are lawful and authorized by the School Board;
11. Operate a motor vehicle (a) in a risky manner, (b) in excess of 20 miles per hour, (c) in violation of an authorized District employee's directive; or (d) under the influence of alcohol or drugs;

12. Will fully violate other District rules and regulations, or an authorized District employee's directive or authority.

Coal City Community Unit District No. 1 reserves the right to remove objectionable persons and property from the premises.

State law prohibits a child sex offender from being present on school property or loitering within 500 feet of school property. Any staff member may request identification from any person on school grounds or in any school building. Refusal to provide such information is a criminal act. The Building Principal or designee shall seek the immediate removal of any person who refuses to provide requested identification. As circumstances warrant, the Superintendent or designee shall take appropriate action to enforce this policy including requesting the person to immediately leave school property, contacting law enforcement, and denying future admission to events or meetings.

The School Board may rebate any fee paid or may suspend or cancel any permit granted as it sees fit, for violation of any of the above regulations.

Charges and Insurance Requirements

All Indoor and Outdoor Facilities other than High School Auditorium

\$25 for each practice session

\$25 equipment fee

\$75 for each performance/game/meeting

Custodial Charges for set-up, performance/game/meeting and clean-up: \$30.00/hr

Note: The school district reserves the right to negotiate fees with organizations requesting the use of facilities for multiple events.

Note: Non-profit organizations incorporated as such with the Illinois Secretary of State may have these fees waived upon presentation of proof of the same. To Waive Custodial Charges, Requestor must disclose which District Staff will be present during occupancy.

Auditorium Rates (see page 1 for categories)

	<u>Rehearsal</u>	<u>Performance</u>	<u>Down Payment</u>
Group 1:	N/A	N/A	N/A
Group 2:	\$25/hr.	\$75/hour	10% of estimated charges
Group 3:	\$25/hr.	\$75/hour	15% of estimated charges
Group 4:	\$25/hr.	\$125/hour	20% of estimated charges
Group 5:	\$75/hr.	\$175/hour	50% of estimated charges
Group 6:	\$250/hr.	\$500/hour	100% of estimated charges

*Above rates **do not include** custodial charges

*Estimated charges could change based upon actual custodial time necessary, or changes requested by the user. At the conclusion of use, appropriate credits will be debited back to the user, or the user will be invoiced for additional charges.

Additional Charges for Auditorium Use

- Custodial Charges for set-up, rehearsal/performance and clean-up: \$30.00/hr
- Auditorium Manager: \$30.00/hr
- Auditorium staff - Adult: \$15.00/hour; Student: \$8.00/hour;
- Use of each additional area not included with auditorium rental: \$50.00 for each practice session/\$100 for each performance.
- Note: Non-profit organizations incorporated as such with the Illinois Secretary of State may have these fees waived upon presentation of proof of the same.

Conditions:

- When the auditorium is used, the items/areas included are:
The Stage, Wings, Audience Space, Dressing Rooms, Green Room, General Lighting, Basic Sound System, and Lobby. (Locker rooms and gyms for dressing rooms and gathering space when available.)
- Upon request, the following items/areas can be made available:
Light Booth*, Special Lighting Equipment*, Special Sound System Equipment*, Special Sound System Equipment*, and Intercom System.
*A technical supervisor is necessary for use of Special Equipment. Fees above.
Additional items for rent with the auditorium include:
Props (negotiable)
Costumes (negotiable)
Scenery (negotiable)
- Areas and items NOT included with rental or use of the auditorium:
Music Room
Set Design Room
Band Room
Art Room
Equipment, Furniture, or items from other rooms in the building
- Expectations of those using the space:
No one is allowed in the light booth except tech- crew personnel.
The Auditorium is clean and in the condition prior to your use.
Stage is clear and in the condition prior to your use.
Props are returned
Costumes are cleaned before return
Dressing rooms and gathering space is clean and in condition prior to use.
Any curtain/fly changes will be returned to their prior to use positions.
- Additional Costs:
\$30.00/hr for auditorium manager includes: pre-use set up, post-use tear down, and scheduling time of manager.
\$15.00/hr for personnel to run sound and lights (if more than basic set up is requested).
If not using Auditorium Staff, one member of the District staff will be paid to be present for problem solving purposes.

Notes as to Auditorium Usage:

One-week prior to the use of the auditorium, an appointment will be made with the building administrator or his designee. The purpose of this meeting will be to inspect the facility and determine the needs for the performance(s).

It must be remembered that, even if there is no scheduled event in the auditorium at a particular date, that equipment or properties for a future school-sponsored event may indeed be located on the stage. No guarantee is stated or implied as to the availability of space off-stage for any use. It is the responsibility of the organization or individual to make such requirements known. Furthermore, any moving of props, risers or other equipment stored by the school stored at the facility will be the responsibility of the LICENSEE once permission is obtained. If requested sufficiently in advance, the auditorium staff may be available to clear the stage area at the cost stated above.

If the auditorium stage is to be used, the group will be required to employ at least one of the auditorium staff members to operate the lights and sound. The per hour rate is stated above.

In addition to the above regulations, **no food or drink is allowed in the auditorium at any time.**

No concessions may be sold during any events held in the auditorium.

The custodial rates include that time needed to deactivate the building alarm and open the building before the activity, as well as the time needed to clean up at the conclusion. Activities scheduled during the time custodians are on duty would be charged only for the time away from regular duties. Careful preparation of the ensuing Request for Use of District Facilities should be exercised. The custodial staff will strictly adhere to information on the form. Earlier starting times, extensions, change of dates, equipment, etc., will require prior approval. **The custodial staff will not open areas not requested in advance.**

Proof of insurance must be in the Unit Office **before** the facilities are used or use cannot be permitted.

To Be Completed By District Office	
Total Estimated Charges	
Facility Usage other than HS Auditorium	\$ _____ for practice(s)
	\$ _____ for performance/ game/meeting
Auditorium Usage Category # _____	\$ _____ for rehearsal(s)
	\$ _____ for performance(s)
Total Custodial Overtime Hours _____	\$ _____ \$30/hr.
Auditorium Manager	\$ _____ \$30/hr.
Auditorium Staff	\$ _____ Adult \$15/hr. Student \$8/hr.
Subtotal	\$ _____
Less Required Deposit	\$ _____
Estimated Total	\$ _____
Signature District Administration: _____	Date: _____
Signature Licensee: _____	Date: _____

***To Waive Custodial Fees, Requestor must disclose which District Staff will be present during occupancy**

**LICENSE AGREEMENT
FOR USE OF SCHOOL FACILITIES 2013-2014**

Coal City Community Unit District No. 1, hereinafter referred to as "LICENSOR," and _____
 _____ (name of organization)
 and _____ (name of Personal Guarantor), hereinafter
 referred to as "LICENSEE," hereby enter into the following agreement:

- LICENSOR agrees to allow LICENSEE(S) to use the areas designated as follows, on the dates and during the hours indicated herein, including move-in and move-out:

Building Requested: _____

AREAS	DATES	HOURS	PURPOSE

Estimated Attendance: _____ Cost of admission: _____

Equipment Needed: _____

- LICENSEE agree to pay LICENSOR a total deposit of \$_____ due upon approval of this License Agreement. Said amount includes a refundable security deposit of \$_____. Any remaining balance is due in full within five (5) calendar days after use of the facility.
- If any payment is returned from the bank for any reason, LICENSOR shall charge LICENSEE the maximum fee allowable by law. If the arrearage and returned check charges are not paid in full within five (5) days of written notice to the LICENSEE(S), LICENSOR shall pursue all remedies available by law, both criminal and civil, to collect the same. If any check from LICENSEE is returned for any reason, LICENSEE shall, from that point on, be required to remit payment in the form of a money order or cashier's check payable to Coal City Community Unit District No. 1.
- LICENSEE acknowledges having received a copy of the Facility License Guidelines and agrees to abide by the same.
- LICENSEE(S) agrees to indemnify and hold LICENSOR harmless at all times against any loss, damage, cost or expense incurred by LICENSOR as a result of LICENSEE's use of the facility and will defend LICENSOR in all proceedings (unless LICENSOR elect to assume their own defense) arising by reason of or growing out of any accident, loss or damage resulting to persons or property. LICENSOR's election to assume its own defense in no way limits LICENSEE's indemnification obligations contained in this paragraph.
- LICENSEE is fully responsible for the repair costs of any damage done to LICENSOR's during LICENSEE's usage of the facility by the repair person of LICENSOR's choice.
- LICENSOR accepts no responsibility for any property owned by LICENSEE(S). LICENSOR is not acting as bailor for the property of LICENSEE(S).

8. LICENSEE is required to provide proof of liability insurance to the LICENSOR.
9. LICENSEE shall not bring or cause to be brought upon the premises any material including but not limited to explosives (including fireworks and the like), hazardous waste and toxic materials, that may cause waste, damage or injury or endangerment to any person on the premises.
10. LICENSEE shall conduct its activities with full regard to public safety and will observe and abide by all Federal, State and local laws and ordinances.
11. LICENSOR reserves the right to cancel this Agreement when deemed, in its sole discretion, to be in the best interest of public safety. If such cancellation is made, LICENSEE agrees to indemnify and hold harmless LICENSOR and its board members from damages or liability.
12. LICENSEE agrees not to discriminate against any person due to age, disability, national origin, race, religion, sex or sexual preference relative to admission, service or privileges offered to the general public.
13. It is expressly understood and agreed that LICENSOR makes no representations, covenants or terms, oral or otherwise, outside the terms of this Agreement which add to, broaden, vary or conflict with the provisions herein. No term, provision, or condition of this Agreement shall be altered, amended or added except in a written amendment to this Agreement signed by both parties.
14. LICENSEE shall not sub-let the facility to another party.
15. LICENSEE agrees to surrender the facility at the end of its usage in the same condition as when its usage began. Any damage must be immediately reported to LICENSOR or security deposit will be forfeited. Once LICENSOR has inspected the facility to deem that no damage has been done, LICENSEE's security deposit shall be refunded.
16. If LICENSOR must take any action to enforce the terms of this Agreement, venue shall be in Grundy County, Illinois. The losing party shall be responsible for reasonable attorney fees, court costs and expenses of the prevailing party.
17. This Agreement shall not be in force until it has been signed by both parties and the LICENSOR has received the total payment required by this Agreement. If for any reason, LICENSOR does not approve or sign this Agreement, the payments, if any, will be returned or refunded to LICENSEE.

*****By signing on the next page, we acknowledge that we have read and do understand and agree to be bound by the above charges, conditions, and guidelines. I affirm under penalties of perjury, that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies that I verily believe the same to be true. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the facility by the consent of LICENSEE, including the enforcement of the no smoking and no alcohol policy. LICENSEE is responsible and agrees to pay for any damages to the facility resulting from any acts, intentional or negligent, whether said acts are committed by LICENSEE or its agents or persons participating in or attending the function contemplated by this Agreement or on the premises with permission of LICENSEE.**

OFFICE USE ONLY			
<u>Proof Of Insurance Provided</u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Individual Waivers
<u>Expiration Date:</u>			
<u>Notification</u>	<input type="checkbox"/> B&G	<input type="checkbox"/> Custodian	<input type="checkbox"/> Aud Mgr
<u>Date:</u>	<input type="checkbox"/> AD	<input type="checkbox"/> Office	<input type="checkbox"/> Billing Dept
<u>Entered-B&G Calendar:</u>	<input type="checkbox"/> Group Rep	<input type="checkbox"/> AED Map	
<u>Charges</u>	<input type="checkbox"/> Aud Mgr	<input type="checkbox"/> Aud Staff-Adult	<input type="checkbox"/> Aud Staff-Student
<u>Group #: _____</u>	<input type="checkbox"/> Area Charge	<input type="checkbox"/> Cafe Use	<input type="checkbox"/> Gym Use
	<input type="checkbox"/> Community Rm		
<u>Total Fee Assessed:</u>	\$ _____		
<u>Deposit</u>	\$ _____	Check # _____	
<u>Total Due</u>	\$ _____		
<u>Date Billed:</u>	<u>Date Paid:</u>		

LICENSEE

Name of Organization

Date

By _____

Its _____
Title

Address

Phone

City State Zip

EIN

E-mail Address

Signature of Personal Guarantor

Print Name

Phone Number

Address

IN CASE OF AN EMERGENCY WHILE USING THE FACILITY, CONTACT _____ AT
Name

Phone Number

**PERSONAL GUARANTOR MUST ALSO PROVIDE LICENSOR WITH A COPY OF A DRIVER'S LICENSE OR STATE-
ISSUED IDENTIFICATION CARD.**

SCHOOL DISTRICT

Building Principal (Indicates calendar/custodial needs were reviewed.)

BOARD APPROVED:

COAL CITY COMMUNITY DISTRICT NO. 1

DATE: _____

By _____

Its _____
Title