

APPENDIX C

TERMS AND CONDITIONS FOR RENTAL OF DISTRICT FACILITIES

A. General Terms

1. A written Contract for the Rental of School Property, a certificate of insurance and the payment of required fees must be completed and approved by both the Site Administrator and the Assistant Superintendent for Planning, Technology and Operations before facilities may be used. In addition to the terms and conditions set forth here, a renter shall be provided a copy of the Rules, Regulations and Fees for Rental of School Property ("Rules"), which shall be considered to be a part of this Contract.
2. Application for the use of facilities should be submitted at least 30 days prior to the first proposed use. The proposed contract must be in the **District Office** at least ten (10) workdays prior to facility use.
3. All amounts due under this contract must be paid in advance for uses within the first thirty (30) calendar days. Amounts due after 30 days will be billed, and must be paid, prior to use for each of the following thirty (30) day periods.
4. The District may cancel the use of the facility on the date or dates specified in the Contract by notifying renter by telephone, messenger or letter to the address given on the Contract at any time prior to any scheduled use. The District reserves the right to refund payments made in advance for the rental of any facility if the Board should decide that the Contract is not in the best interest of the District.
5. The renter agrees to indemnify and hold harmless the District from any claims or loss.
6. Proof of liability insurance in the amount of \$500,000 and property damage of \$50,000 with the Oswego Community Unit School District named as "additional insured" on the policy is required. A certificate of insurance is required as evidence of this coverage.
7. The renter affirms that no event will be held for the purpose of advancing any theories subversive to the constitutions or laws of the State of Illinois, or the United States, or for the purpose of advocating social or political change by violence.
8. When schools are closed Monday through Friday due to weather conditions, afternoon and evening activities in school facilities will automatically be cancelled. Occasionally, it may be necessary to cancel activities in a particular school or facility because of a problem, such as plumbing or heating, etc.

B. Rental Terms

1. Any renter/user using School District facilities for activities, which include school-age children, will ensure compliance with the District's Student Code of Conduct. Any illegal behavior will be referred to proper authorities for appropriate legal action. The

rental/user contract may be terminated immediately by the District if the renter/user fails to comply with these provisions.

2. **Fees incurred by a renter for utilizing** District staff will be charged through this Contract to the renter in accordance with the District fee schedules. **District staff** must be paid through **District staff** payroll.
3. All activities must be under competent adult supervision supplied by renter. The Site Administrator or other facility manager shall have authority over renters' activities, and renter shall abide by all requests made by the Site Administrator or designee. Administrators or other authorized District staff are to have access to all facilities at any time. Premises are to be vacated at the times specified.
4. All District properties shall be left in as good condition as when received. The Renters personal property is to be removed from the premises immediately upon completion of Contract term unless previous arrangements have been made, and the District shall not be responsible for the renter's personal property in any way during or after a rental period.
5. No smoking or alcoholic beverages are allowed anywhere on District premises. No refreshments are to be served or sold on school grounds, or in the buildings except in the appropriate facilities, and only with the prior approval of the building **administrator** and the Director of Food Services.
6. Kitchen facilities shall not be used (**excluding** sinks and counters), unless approved by the Director of Food Services, **under the supervision of qualified staff** provided.
7. Laboratory facilities such as computer labs, home economics labs, shops, media centers, science labs and art labs will not be rented out, unless approved by **the Site Administrator**, the Assistant Superintendent of Planning, Technology and Operations, and appropriate **staff** provided. Equipment rates in addition to room rental rates may apply for rental of these areas.
8. As a general rule, **Classrooms will not be rented out**, unless approved by the Site **Administrator and the** Assistant Superintendent of Planning, Technology and Operations.
9. The district shall furnish the necessary lifeguards to adequately supervise the pool during the rental activity. Fees incurred by a renter for utilizing District staff will be charged through this Contract to the renter in accordance with the District fee schedules. District staff must be paid through District staff payroll.
10. Auditorium Facilities are primarily a laboratory for teaching and learning. Secondly, the facilities should be used as a showcase for students' learning, be it in the form of final performance or work in progress. Auditorium facilities are not available for rental on a regular basis, i.e., every Sunday, etc. Use of the auditorium will require the assignment of District operating staff.
11. The use of District facilities for personal or private parties and celebrations is prohibited. This includes birthday celebrations, anniversary celebrations, wedding receptions, and similar activities.

12. Signs, displays, or materials may not be **permanently** attached, nailed, or otherwise affixed to school facilities, **and must be removed promptly at the conclusion of the event.**

C. Other Terms and Conditions. In addition to the terms and conditions set forth on both sides of the Contract for use of school facilities, the following additional terms and conditions shall apply:

1. Sub-Contracting - The renter shall not assign or sub-contract any facility, or area therein, nor any rights under a contract to another party. Any party other than the renter must execute a separate Contract with the District.
2. Alteration of Premises - The renter shall **occupy** the premises in the condition in which they exist. Should any renter remove or change the location of any equipment, such changes shall be made at their expense and renter shall return such equipment back to the condition and location in which it was originally found. Renter shall make no changes or alterations without prior written approval of the Site Administrator

No decorative or other materials shall be attached to any part of the rental facilities so as to damage these facilities. All decorative or other materials shall be noncombustible, or be suitably treated with a flame retardant.

No fireworks or explosives shall be used on the premises without the direct, separate written consent of the Assistant Superintendent for Planning, Technology and Operations.

3. Obstruction of Passageways - No portion of sidewalks, entries, passageways, aisles, elevators, windows, ventilators, lighting fixtures or other ways of access to the facilities or their utilities shall be obstructed, or cause to be used for any purpose other than ingress or egress.
4. Termination of Contract Loss of Facilities - In case of fire, casualty or other unforeseen occurrence which render the District unable to provide contracted facilities, said Contract shall be immediately terminated, and District shall not be liable for any claims or damages resulting there from. Renter shall be liable only for payments during the time premises were used.
5. Special Interest Groups - Regular use of facilities by special interest groups shall be limited. Special Interest Groups are designated as Class III.
 - A. Rental of facilities for special interest groups will be renewed every six (6) months, with a maximum of four (4) renewals. Executing a new Contract after the two (2) year term is subject to District review. A renewal after the six (6) months is the responsibility of the Contract holder.
6. Compliance with Law - Renters of District facilities shall comply with all laws of the United States, the State of Illinois and applicable city/village ordinances, including any rules and regulations contained herein for the facilities owned and under the control of the District. Violations by the renter may result in cancellation of a Contract, and immediate discontinuance of the use of facilities.