

PAXTON-BUCKLEY-LODA CUSD #10

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration of Paxton-Buckley-Loda Unit #10 Schools allowing _____
use of the following facilities and equipment on _____, 20____, the
undersigned for and on behalf of _____
waives any claim or cause of action against Paxton-Buckley-Loda Unit #10 Schools, Paxton, Illinois, its Board of
Education, its members, past members, officers, employees, agents, and assigns for injuries to any person
occasioned by said person's participation in activities or use of equipment while using District's facilities on said
date(s).

_____ shall name the District as an
additional named insured on _____'s liability insurance policy and
shall provide proof of same before its use of District facilities.

_____ shall save, hold harmless, and
defend, through his, her, or its own counsel, the district, the Board of Education, its members, past members,
officers, employees, agents, and assigns from and against all claims or causes of action rising out of or connected
with _____'s use of the District's facilities and equipment, and
shall pay all costs, attorney's fees, damages, and other charges arising out of any such claim or cause of action.

Date

Organization

BY: _____

Facilities: _____

Equipment: _____

PAXTON-BUCKLEY-LODA CUSD #10

PERMIT FOR USE OF FACILITIES AND/OR GROUNDS

DATE: _____

NAME OF ORGANIZATION: _____

ORGANIZATION REPRESENTATIVE: _____

ADDRESS: _____

PHONE: _____ NATURE OF ACTIVITY: _____

SCHOOL BUILDING REQUESTED: _____

LOCATION WITHIN BUILDING REQUESTED: _____

DATE REQUIRED: _____ TIME REQUESTED: FROM: _____ TO: _____

FACILITIES ASSIGNED: _____

NUMBER OF TABLES REQUESTED: _____ NUMBER OF CHAIRS REQUESTED: _____

APPROXIMATE NUMBER OF PEOPLE ATTENDING: _____

ADDITIONAL EQUIPMENT APPROVED: _____

SPECIAL INSTRUCTIONS: _____

TOTAL CHARGES: _____

This permit is granted subject to rules and regulations adopted by the Board of Education, School District No. 10 and may be cancelled at any time by the Grantor.

Per Office Administrator: _____ Date: _____

This permit must be in the possession of the person in charge during the activity described above.

- Copies To:
- (1) Organization
 - (2) Unit Office
 - (3) Building Principal
 - (4) Director of Buildings and Grounds
 - (5) Building Custodian

PAXTON-BUCKLEY-LODA CUSD #10

REQUEST FOR USE OF SCHOOL FACILITIES AND/OR GROUNDS

DATE: _____

NAME OF ORGANIZATION: _____

DATE OF USE: _____ HOURS OF USE: _____

First Choice: DATE: _____ TIME IN: _____ TIME OUT: _____

Second Choice: DATE: _____ TIME IN: _____ TIME OUT: _____

If you desire to use these facilities on weekly or monthly basis, please give the information:

_____ Weekly _____ Monthly

FACILITY REQUESTED: _____

ACTIVITY TO BE HELD: _____

WILL YOU BE CHARGING THE PARTICIPANTS A FEE? _____ Yes _____ No

IF SO, HOW MUCH? \$ _____

NO. OF TABLES: _____ NO. OF CHAIRS: _____ NO. OF PEOPLE: _____

PERSON MAKING THIS APPLICATION: _____

ADDRESS: _____

PHONE / CELL: _____

SECOND CONTACT PERSON: _____

PHONE / CELL: _____

ADDITIONAL INFORMATION: _____

I understand I am responsible for any damages incurred, fee payments, and liabilities resulting from the use of said premises. I also understand that Paxton-Buckley-Loda CUSD #10 has the right to move or cancel my use of these facilities with proper notification.

Signature / Date

FOR OFFICE USE ONLY

Recommended Use: _____ Yes _____ No

Administrator / Date

PAXTON-BUCKLEY-LODA CUSD #10

OUTSIDE GROUP USAGE

(Only complete when services are needed and to be billed. Send to the Unit Office at the end of each month.)

NAME OF ORGANIZATION: _____

ORGANIZATION REPRESENTATIVE: _____

ADDRESS: _____

BUILDING: _____

DATE: _____

HOURS: _____

CUSTODIAN ASSIGNED: _____

OTHER ASSIGNMENTS: _____

BUILDING RENTAL CHARGE: \$ _____

Administrator / Date

PAXTON-BUCKLEY-LODA CUSD #10

USE OF FACILITIES AND/OR GROUNDS

SECTION I - GENERAL POLICY AND CONDITION

The schools belong to the people of the school district, and the buildings, facilities, and grounds are established, maintained, and operated by funds largely provided by local taxes. The Board of Education accepts the responsibility for making its facilities available to responsible organizations, associations, and individuals of Paxton-Buckley-Loda Unit #10 Schools for appropriate civic, cultural, welfare, or recreational activities that do not infringe upon nor interfere with the conduct and best interests of the school district and are consistent with the educational mission of the District. However, in all cases, school district activities and programs shall have first priority over other requested uses.

The Superintendent of Schools, or his designee, is authorized to approve and arrange for scheduling the use of school facilities by outside persons or organizations upon written request for such use. Any individual or organization desiring to use school facilities shall demonstrate it has adequate liability insurance and financial resources to pay for any injury or damages that result for its use of school facilities and shall promise in writing to pay for such damages if they occur. Further, any such individual or organization shall name the school district as an additional named insured on its liability policy and shall indemnify the school district and hold the school district harmless against any loss, judgment, or cost of any kind which may be incurred by the school district including cost of defense which may result from the use of the facility by the individual or organization.

Any individual or organization that uses school facilities or equipment shall report to the district administration any malfunctioning equipment or dangerous condition immediately upon noticing the same. Further, any individual or organization that uses school facilities shall leave the premises clean and in order after each use.

The Board shall approve a schedule of fees for school facilities use based upon the philosophy that tax money will not be used in support of non-school activities.

Facilities may be used only by organized and adult supervised groups. Application for such use shall be made in writing to the Superintendent. The sponsor of such groups shall provide responsible adult supervision at all times. The Superintendent, with Board approval, shall have discretionary authority to approve or deny requests for use of building facilities.

Source: 105 ILCS 5/10-22.10

SECTION II - REGULATIONS

A. GENERAL USAGE

1. School facilities may be utilized Monday through Friday from 6:00 p.m. to 9:15 p.m.
2. Functions approved for weekend usage must also terminate by 9:15 p.m.
3. Building usage will not be approved for legal holidays or vacation periods.

B. REGULATIONS

1. **WRITTEN APPLICATION REQUIRED.** Each application for use of the school property must be in writing and must be received by the Unit Office at least two (2) weeks prior to the requested date of use. In the event that the application requires Board of Education approval, it must be received at least one (1) week prior to a regular Board of Education meeting and in no event less than two (2) weeks prior to the requested date of use.
2. **WRITTEN AGREEMENT.** An authorized representative of each organization or group using school property must execute a written agreement on the form specified by the Board of Education. The Board of Education reserves the right to grant or deny any application for use of school property, and at any time to review and revoke without notice any permission previously granted. No permit is valid unless signed by the Superintendent, or his designee.
3. **HOLD HARMLESS AGREEMENT.** A hold harmless agreement shall be signed by all groups or organizations using District No. 10 property and shall provide that such groups or organizations agree to indemnify the Board of Education from any and all claims for death or personal injury or from damage to property of others occurring during the use of school property. The following conditions shall apply to such use:
 - a. Proper and adequate adult supervision must be provided at all times. Lack of supervision will result in immediate cancellation of the permit.
 - b. School equipment may not be loaned or rented.
 - c. Applicants requesting modifications or alteration of the arrangement of school principal or his designee and shall bear the full expense of such modification. No signs, displays, or materials may be attached, nailed, or otherwise affixed to floors, walls, window glass, woodwork, draperies, grounds, drives, etc., without the express written permission of the building principal or his designee. Any scenery decoration or equipment must be removed from the school building promptly after the performance so as not to interfere with school activities. If there is delay, the removal will be made by the Board of Education at the expense of the applicant. All furnishings and facilities shall be returned to the same condition in which they were received at the expense of the applicant.
 - d. There shall be no gambling or use of intoxicating beverages at any time on school premises.
 - e. There shall be no smoking in any school building or on school property.
 - f. In the interest of public safety, free and open passage via every means of egress from a commonly occupied public meeting room shall be maintained at all times.
 - g. A custodian or custodians shall be present throughout the entire time the facilities are in use. The custodian will be assigned for the sole purpose of supervising school property

and enforcing agreed upon conditions. It shall be the duty of the custodian to guard against abuse and to immediately report to the building principal any deviations of regulations as specified on the permit.

- h. The school custodian is present as a representative of the School District for purposes of security, inspection, and observation. His/her services are not at the disposal of the applicant. Fees or gratuities are not paid to the custodian.
- i. The established capacity of the facilities shall not be exceeded.
- j. No keys to the schools shall be issued to any applicant.
- k. The applicant shall abide by all local and state fire and health regulations.
- l. No grant of permission to use school property shall carry with it any right to exclude members of the Board of Education or Board representatives from the property. Any member of the Board or any Board representative shall have full and free access at all times to any part of the building.
- m. An approved application is not transferable.
- n. Administration offices shall not be used by any group without written permission. Typewriters, telephones, and office equipment shall not be used.
- o. Exhibits, posters, or other material shall not be displayed on school property without the prior written approval of the Superintendent.
- p. The Board of Education reserves the right of transferring any activity from one space to another in the same building or to another building should economic and efficient use of the school facilities or requirements of the school program so require.
- q. The space shall be maintained and left in an orderly and neat condition. The custodian shall make a report to the building principal of any unsatisfactory conditions or any facility damage. The organization shall be required to reimburse the School District for any damage incurred.
- r. Failure to comply with these rules and regulations shall be adequate grounds for rejection of current and future requests for use of school facilities.
- s. No vested property right shall in any event be deemed created by the grant of any permit for the use of school facilities by the Board of Education.
- t. Rental of a facility does not imply district endorsement of the program's theme, product, ideas, or participants.
- u. The Board of Education reserves the right to repeal, revise, or amend these rules and regulations in whole or in part, or to adopt additional and other rules and regulations.

4. CERTIFICATE OF INSURANCE. A Certificate of Insurance listing Paxton-Buckley-Loda CUSD No. 10 as an additional insured, will be required to be filed with the office of the Superintendent at least five (5) days prior to the proposed date for the use of any facilities. A company shall write the insurance policy with at least "AA" financial rating by Best's Insurance Reports, with policy limits in the amount of \$300,000 per person and \$1,000,000 per occurrence. Such insurance must contain a clause that it is cancelable only upon ten (10) days written advance notice to the School District No 10.

SECTION III - PERMIT

Every permit shall be issued subject to the following terms and conditions:

- A. It may be canceled with out notice for failure to comply with these rules and regulations.
- B. It shall be subject to revocation or cancellation when, in the judgment of the Board of Education, the interest or requirements of the School District make it advisable to do so.
- C. No contributions shall be solicited or collected under any circumstances on school premises unless specifically authorized in the permit.
- D. It shall be valid only for the particular space, date or days, hours, and purposes specified in the permit.
- E. It shall be exhibited upon request to any School District representative or member of the Board of Education.
- F. It shall not be transferable.
- G. No permit shall be valid unless and until it is signed by the Superintendent or his designee.