

**COAL CITY COMMUNITY UNIT SCHOOL DISTRICT #1**

**LICENSE AGREEMENT  
FOR USE OF COAL CITY SCHOOL FACILITIES**

**INSTRUCTIONS:** Please fill out the application below and read the guidelines for use of the performing arts center. Submit the application (pages 1 – 3) with the required 25% deposit and a certificate of insurance naming Coal City Community Unit District No. 1 as additional insured.

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 |
|---|-------|-------|---------|
| <i>Circle all that apply</i>            |       |       |         |
| Gym                                     |       |       |         |
| Classroom                               |       |       |         |
| Cafeteria                               |       |       |         |
| Kitchen                                 |       |       |         |
| <i>Please list any additional areas</i> |       |       |         |
|   |       |       |         |
|   |       |       |         |

Estimated Attendance: \_\_\_\_\_ Cost of Admission: \_\_\_\_\_

| <b>EQUIPMENT NEEDED</b>            |                          |        |                          |
|------------------------------------|--------------------------|--------|--------------------------|
| <i>Please check all that apply</i> |                          |        |                          |
| Sound System                       | <input type="checkbox"/> | Tables | <input type="checkbox"/> |
| Bleachers                          | <input type="checkbox"/> | Other: | <input type="checkbox"/> |
|                                    |                          |        | Chairs                   |
|                                    |                          |        |                          |

- 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.

4. LICENSEE acknowledges having received a copy of the Facility License Guidelines and agrees to abide by the same.
5. 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.
6. 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.
7. 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.**

**LICENSEE**

\_\_\_\_\_  
**Name of Organization**

By \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
**Signature of Personal Guarantor**

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
**Date**

Its \_\_\_\_\_  
Title

\_\_\_\_\_  
Phone

\_\_\_\_\_  
EIN

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
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**

By \_\_\_\_\_

DATE: \_\_\_\_\_

Its \_\_\_\_\_  
Title

| <b>Total Estimated Charges</b>                              |                               |                 |                                     |
|---|-------------------------------|-----------------|-------------------------------------|
| <b>To Be Completed By District Office</b>                   |                               |                 |                                     |
| <b>Facility Usage</b>                                       | <b>Hours:</b> _____           | <b>\$</b> _____ | <b>for practice(s)</b>              |
|   | <b>Hours:</b> _____           | <b>\$</b> _____ | <b>for performance/game/meeting</b> |
| <b>Custodial Overtime</b>                                   | <b>Hours:</b> _____           | <b>\$</b> _____ | <b>\$30/hr.</b>                     |
| <b>District Employee with sanitation certificate</b>        | <b>Hours:</b> _____           | <b>\$</b> _____ | <b>\$30/hr.</b>                     |
|   | <b>Subtotal:</b>              | <b>\$</b> _____ |                                     |
|   | <b>Waived Usage Fees:</b>     | <b>\$</b> _____ |                                     |
|   | <b>Less Required Deposit:</b> | <b>\$</b> _____ |                                     |
|   | <b>Estimated Total:</b>       | <b>\$</b> _____ |                                     |
| <b>Signature District Administration: _____ Date: _____</b> |                               |                 |                                     |
| <b>Signature Licensee: _____ Date: _____</b>                |                               |                 |                                     |

**\*To waive rehearsal fees, requestor must disclose which District Staff will be present to assume supervision responsibility during occupancy.**

# FACILITY LICENSE GUIDELINES

Revised March 2018

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. In-District Organizations with open participation policies
2. All other groups. (i.e. club, travel organizations)

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 and 2 organizations may be withheld until completion of the school calendar. The highest priority will be given for usage by Category 1 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 1<sup>st</sup> of the school year in which use of the facility 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 submitted at least 45 days in advance, stating fully:**

1. The purpose for which the school facility is to be used;
2. The materials to be brought into or near the building;
3. The arrangement of the rooms or furniture, including decorations;
4. The charges to be paid to participate or attend;
5. Any other information requested on the form, 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 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. Willfully 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 Use Rates (see page 5 for categories)

|          | <u>Practice/Game/Meeting Session</u> | <u>Equipment Fee</u> | <u>Down Payment</u>      |
|----------|--------------------------------------|----------------------|--------------------------|
| Group 1: | \$35/Session                         | \$85                 | 25% of estimated charges |
| Group 2: | \$50/Session                         | \$100                | 25% of estimated charges |

### Additional Charges for Facilities Use

\*Above rates **do not include** custodial charges. Custodial charges for set-up, performance/game/meeting and clean-up: \$30.00 per hour per custodian. 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.

\*The cost to utilize the kitchen is \$100. Charges for District employee with a sanitation certificate: \$30.00 per hour.

Note: Non-profit organizations incorporated as such with the Illinois Secretary of State may have practice/game/meeting fees waived upon presentation of proof of the same. To waive rehearsal charges, requestor must disclose which District Staff will be present to assume supervision responsibilities during occupancy.

### Notes as to Facility Usage:

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 Request for Use of District Facilities should be exercised. The custodial staff will strictly adhere to information they are provided 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.