

FACILITY USE AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, _____, by and between Streator Township High School District 40, (the “District”) and _____ (“User”).

WITNESSETH

WHEREAS, the District is a public high school district which operates and controls Streator Township High School (“the School”) located at 202 W. Lincoln Ave., Streator, IL and Athletic Fields (“the Athletic Fields”) located at 410 W. Lincoln Ave., Streator, IL (collectively referred to as “the Property”); and

WHEREAS, the User desires to utilize an identified portion of the Property for the purposes set forth herein; and

WHEREAS, the parties hereto have determined that it is in their respective best interests to enter into this Agreement to permit the User to utilize the identified portion of the Property;

NOW THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and promises contained below, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

I. TERM

- 1.1 **Term** – The terms and requirements of this Agreement shall be in effect for the use of the Property by User on the following date(s): _____ and for the following hours: _____.
- 1.2 **Portion of Property For Authorized Use.** The User shall be permitted to utilize the following portion of the Property: _____ and to have reasonable ingress and egress to this identified portion of the Property pursuant to this Agreement. The User is responsible for ensuring that its guests and/or invitees do not occupy or use other portions of the Property not subject to this Agreement and not necessary for immediate ingress and egress to the portion of the Property wherein use is authorized.
- 1.3 **Termination** – Either party may terminate this Agreement at any time and for any reason upon forty-eight (48) hours advanced written notice to the other party. Failure of User to make payment as required under Section 1.5 of this Agreement at least seven (7) days prior to the use date set forth in Section 1.1 shall constitute immediate grounds for termination of this Agreement and shall alleviate and void any responsibilities or obligations of the District under this Agreement.
- 1.4 **Condition of Property** – At the expiration or termination of this Agreement, whether by lapse of time or otherwise, User agrees to leave the Property in substantially the same condition, reasonable wear and tear attributable to User for the use expected, as in existence at the time of the execution of this Agreement. To the extent the User does not meet this obligation, the District may seek reimbursement for any and all expenses incurred for any work necessary to restore the Property to

substantially the same condition as in existence at the time of the execution of this Agreement and User agrees to reimburse the District for these costs which shall be payable upon demand. It is understood and agreed that the District is free to utilize its own forces to complete any work required under this provision and that the User will compensate the District at the rate of those employees utilized to perform services hereunder.

- 1.5 **Payment for Facility Use - See Appendix A - Facility Use Fees:** User agrees to pay the District a use fee of _____ for the right to use the Property on each date set forth above which is due and payable at least seven (7) days in advance of each permitted use.
- 1.6 **Appendix B – District Facilities Information Form** – Outside user will complete *Appendix B* and submit along with the Facility Use Agreement as signed.

II. USE

- 2.1 **Priority of Use** – The District retains priority over the User in both scheduling and use of the Property and in the actual use where circumstances unforeseen at the time of scheduling require District use. The District will notify the User as soon as possible upon determining that scheduling changes are necessary and will take reasonable steps to avoid conflicts, and will attempt to provide alternate times or locations where possible. The User will immediately notify the District of cancellations or the need to modify schedules of User activities.
- 2.2 **Utilities and Custodial Services** – The District will furnish the User with available heat, electricity, water and restrooms for the use of User and its guests while utilizing any portion of the Property that has such facilities available. The User is expected to clean and dispose of any and all refuse created by its use and the use of its authorized guest prior to leaving the Property. If an athletic field or gymnasium is used, it shall be returned the set up that was in place prior to the User’s utilization of the Property. If the District is required to clean or dispose of garbage created by User, it shall seek reimbursement for costs associated with said activities from User which shall be payable upon demand. Custodial fees will be assessed at the rate listed in *Appendix A*. **Non-Profit** organizations may request the waiver of custodial fees by completing *Appendix C*; such waiver will be reviewed on a case by case basis. The User is also permitted to limited on-site parking in those locations as directed by the District.
- 2.3 **Additional Provision.** In addition to the items set forth in Section 2.2, the District agrees to provide User with the following services or set-ups:

- 2.4 **Supervision** – The District has no duty of supervision over the User’s activities. The User warrants and agrees that it will, at all times, supervise all its activities occurring on or around the Property and to be responsible for the safety and care of those persons utilizing the Property as part of this Agreement.

- 2.5 **Removal** – The District reserves the right at any time and for any reason to require the removal of an agent, employee, guest or invitee of the User from the District property.
- 2.6 **Anti-Discrimination** – The User agrees to comply with all applicable federal, State and local anti-discrimination laws regarding its use of the Property.
- 2.7 **Use Restrictions** – Under no circumstances shall User permit or authorize the serving, distribution or use of alcoholic beverages, any other recreational drugs or tobacco products, including vape, to or by its invitees while using the Property. If User intends to serve food, it must be provided by a licensed caterer with insurance provided to the District or it must be served from a pre-prepared furnished tray from a licensed food selling establishment (i.e., Jewel, Walmart, etc.). Foods of any type will be limited to the Commons area only. Music may be permitted provided that no large speakers or heavy amplification is permitted. At all times, the sound/music and other noise must be kept at reasonable levels and not create a disturbance to the District, its employees, students or neighbors. Pyrotechnic devices, fireworks, fog machines, glitter, confetti, birdseed, rice and bubbles are not permitted on the Property. Helium balloons will not be allowed in the Auditorium. User agrees to abide by ~~and~~ any and all policies of the Board of Education relative to the use of facilities.

III. MAINTENANCE

- 3.1 **Condition of Premises** – The commencement of the use of the Property covered by this Agreement by User will be conclusive evidence as against the User that the Property was in good and satisfactory condition at such time.
- 3.2 **Repairs** – The User will be responsible to reimburse the District for the costs of any repairs to the Property made necessary as a result of any damage caused in any manner by the Users’ students, employees, agents, volunteers or invitees and which shall be payable upon demand. It is understood and agreed that the District is free to utilize its own forces to complete any work required under this provision and that the User will compensate the District at the rate of those employees utilized to perform services hereunder.
- 3.3 **Alterations** – No structural changes, alterations, additions or remodeling of the Property covered by this Agreement may be made by the User without the prior written consent of the District. Any changes or alterations authorized by the District and made by the User will be completed at the User’s sole expense and will remain for the benefit of the District.

IV. INSURANCE AND INDEMNIFICATION

- 4.1 **Insurance** – User will procure and/or maintain from a company or companies lawfully authorized to do business in Illinois such insurance as will protect User from claims set forth below which may arise out of or result the negligent, reckless or intentional acts of User, its employees, agents, volunteers, guests and invitees while providing services as described herein and for which User may be legally liable, whether such operations be by User or by anyone directly or indirectly employed by User, or by anyone for whose acts any of them may be liable:

- a. Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to any persons providing services to User;
- b. Claims for damages because of bodily injury, occupational sickness or disease, or death of User's employees;
- c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the User's employees utilizing the Property;
- d. Claims for damages insured by usual personal injury liability coverage;
- e. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- f. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle.

4.2 **Limits of Insurance** – The District shall be named as an additional insured on any insurance policy required under this Agreement and it is understood and agreed that this additional insured obligation shall cover the District, the Board of Education of Streator Township High School District 40 and/or Streator Township High School or any other similar names utilized by the District. The Insurance requirements set forth herein shall be in the below-stated amounts:

a. Commercial General Liability

General Aggregate -	\$1,000,000
Products-Comp/Ops Aggregate -	\$1,000,000
Personal & Advertising Injury -	\$1,000,000
Each Occurrence -	\$1,000,000
Fire Damage (any one fire) -	\$50,000
Medical Expenses (any one person)	\$10,000

b. Workers Compensation Insurance

Employer's Liability Limits:

Each Accident -	\$500,000
Disease – Policy Limit -	\$500,000
Disease – Each Employee -	\$500,000

User will provide the District with at least thirty (30) days prior written notice of the termination or modification of User's policy. Within seven (7) days of commencement of the instant Agreement, User will be required to deliver to the District a certificate evidencing the forgoing insurance coverage. User agrees that any coverage provided under this provision will provide coverage to the District for at least two (2) years following the User's termination of use and that this provision shall survive termination of this Agreement.

4.3 **Indemnification** – User agrees that it shall indemnify, save harmless and defend the District, the Board of Education, its elected members, employees, agents and successors (“the Indemnified Parties”) against any and all damages to property or person (including death), liability, claims, losses and expenses (including attorneys' fees) that the sought against the Indemnified Parties and/or incurred by the same and which arise out of or in connection with any negligent, reckless or intentional act or omission of User, its agents, employees, volunteers, employees or invitees while

utilizing the Property under this Agreement. The obligations of this paragraph shall survive any termination of this Agreement.

V. MISCELLANEOUS PROVISIONS

- 5.1 **Assignments** – Neither party will have the right to assign this Agreement to another entity without the prior written consent of the other party.
- 5.2 **Severability** – The invalidity of any provision of this Agreement will not render invalid any other provision herein. If for any reason any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision will be deemed severed and this Agreement will remain in full force and effect with that provision severed or modified by court order.
- 5.3 **Binding Effect** – This Agreement will be binding upon and inure to the benefit or successors and assigns of the parties as if they too were parties to this Agreement.
- 5.4 **Waiver** – Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, will not constitute, or be construed as a waiver or relinquishment of any party’s right thereunder to enforce any such term, covenant, agreement or condition, but the same will continue in full force and effect. Waiver by either party of a breach of any term, covenant or condition herein will not be deemed a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein.
- 5.5 **Notices** – All notices required hereunder will be in writing and deemed to have been given or made when delivered personally or sent via certified mail, return receipt requested, addressed as follows:
- If to the District: District Superintendent
 Streator Township High School District 40.
 202 W. Lincoln Ave.
 Streator, IL 61364
- If to User: _____

- 5.6 **Governing Law** – This Agreement will be governed, interpreted, and construed according to the laws of the State of Illinois. Venue for any litigation between the parties will be in the Circuit Court for the Thirteenth Judicial Circuit, LaSalle County, Illinois, or the United States District Court for the Northern District of Illinois, Eastern Division regardless of the future domicile of either party.
- 5.7 **Attorneys’ Fees** – In the event the District is required to institute litigation in order to enforce its rights under this Agreement, User agrees to pay and all reasonable attorney’s fees incurred as a result of said litigation.
- 5.8 **Execution of Counterparts** – This Agreement may be executed in multiple counterparts or duplicate originals, each of which will constitute and be deemed as one and the same document.

5.9 **Amendment** – Except as specified herein, this Agreement contains the entire agreement of the parties and will supersede any prior written or oral agreements or understandings. This Agreement may be altered, modified or amended only upon written consent and agreement of both parties hereto duly adopted as required by law. This Section will not be interpreted to preclude or limit, however, the amendment or modification of regulations, procedures or policies established by the parties. User is not relying upon any oral or written representations in executing this Agreement which are not expressly set forth herein.

5.10 **Authority** – The individual executing this Agreement on behalf of User represents that he/she has the actual and apparent authority to bind User to the terms of this Agreement and that any and all corporate or regulatory procedures necessary to authorize the approval and/or execution of this Agreement have taken place and understands that the District is relying upon this representation in entering into this Agreement.

**STREATOR TOWNSHIP HIGH
SCHOOL DISTRICT 40**

USER

By: _____
Its Authorized Representative

By: _____
Its Authorized Representative

Printed Name

Printed Name

Title

Printed Name of User Entity

Date

Date

Appendix A

Facility Use Fees

Streator Township High School District 40

(Fee Per Day)

FACILITY	NON-PROFIT	PROFIT
Bloomington St. Gym	\$ 50.00	\$ 115.00
Pops Dale Gym (2000 Capacity)	\$ 150.00	\$ 275.00
Commons Area	\$ 100.00	\$ 225.00
Classroom	\$ 25.00	\$ 55.00
Kitchen & Commons	\$ 150.00	\$ 275.00
Auditorium	\$ 250.00	\$ 500.00
Football Field	\$ 150.00	\$ 275.00
Baseball Diamond	\$ 40.00	\$ 80.00
Softball Diamond	\$ 40.00	\$ 80.00
Tennis Courts	\$ 20.00	\$ 40.00
Use of District Equipment	\$ 35.00	\$ 75.00

(Fee Per Hour)

Custodial Fee (<i>Per custodian</i>)	\$ 55.00	\$ 55.00
Lights & Sound Technician	\$ 55.00	\$ 55.00

Appendix B

District Facilities Information Form

Streator Township High School District 40
(*Outside Users Only*)

Event Date: _____

Event: _____

Organization: _____

Contact Person present at event: _____

Phone Number (contact person present at event): _____

Expected duration of event
Setup time/enter building: _____

Event start time: _____

Approximate time out of building: _____

Special requirements needed (i.e. Stage, Sound System, Lighting, Tables, Chairs Podium, etc.):

Items your organization will be bringing to event:

Appendix C

Custodial Fee Waiver Request

Streator Township High School District 40

(Non-Profit Organizations Only)

Event Date: _____

Event: _____

_____ respectfully requests all custodial fees be waived
(User/NON-PROFIT Organization Name)
waived for this event.

Custodial fees will be waived for this event only and does not imply a fee waiver of future events. Waiver of custodial fees will be considered on a case by case basis, upon request.

**STREATOR TOWNSHIP HIGH
SCHOOL DISTRICT 40**

USER

By: _____
Its Authorized Representative

By: _____
Its Authorized Representative

Printed Name

Printed Name

Title

Printed Name of User Entity

Date

Date