Waukegan Community Unit School District No. 60

The Board of Education recognizes the investment the community has made in District facilities. It is the policy of the School Board to make available school facilities to the community for appropriate civic, cultural, educational, recreational activities and other non-commercial uses. However, no organization shall be allowed to use the District's facilities if such use would interfere with any school functions or the safety of students or school personnel or affect the property or liability of the District. Upon approval, school facilities are available for use Monday through Friday, Saturdays, Sundays, holidays and vacation periods from 6:00 a.m. to 11:00 p.m.

All school scheduled activities and events take priority over all rental events. If a conflict pertaining to the date arises, the school's activity will have the highest priority. Rental of buildings shall include only those dates, areas, time and equipment specifically stated in the approved application and no other.

All users of District properties must comply with applicable federal, State, and municipal codes. All users of facilities must also comply with all Board policies, paying particular attention to policies 3501- Safety and Security of Buildings and Grounds, 3508-Non-Instructional Operations of School Equipment and the guidelines within the Waukegan Public Schools Facilities Use Manual. Approval of requests does not, in any way, indicate that the District supports or endorses any particular group, religious organization, political party, or messages presented during facility use.

The Board of Education reserves the right to deny any organization the use of any school facility or to cancel without liability, an approved request if it interferes with any school functions or the safety of students or school personnel or affects the property or liability of the District. Additionally, use of non-approved areas; misuse of approved areas, equipment or materials; or failure to comply with District use guidelines as set forth in the Facilities Use Manual could result in additional charges and/or limitations on future use.

The Board does not discriminate in the processing of applications for use of its facilities consistent with Board policy 3206, Community Use of School Facilities.

### **Terms**

<u>Facility Use Agreement or Agreement</u> –The agreement between the Waukegan Public Schools and the individual or organization for whom District facility use was approved that consists of: the space and services requested for use in the on-line Facility Use Application, as approved by the District or modified by the parties in writing; the signed Facility Use Terms and Conditions Agreement; and the fees and Fee Waiver form, if applicable, associated with the approved use and any supplemental charges identified post use.

<u>Organizational Leader</u> - The individual who signed the Facility Use Application or an authorized adult leader from the organization on whose behalf the application was submitted, who will be the primary contact for the District and is responsible for planning and day of supervision of the event, including event set up, safety, clean up and compliance with Facility Use rules by all participants and attendees.

**Renter** – The individual or organization approved for use of the District's facilities, as set forth in the Agreement.

### **Categories of Organizations**

**Rental Categories**: The Board of Education currently categorizes the users of its District facilities into five Classifications. Permit priorities shall follow the order below, beginning with Classification 1 having highest priority when scheduling events.

Classification One – School Affiliated Organizations: All approved student organizations of Waukegan Public Schools, and community organizations operating an office within District boundaries directly affiliated with the District (e.g. Athletic Boosters, Music Parent Association).

Classification Two – Other Taxing Organizations: Tax supported public bodies within District boundaries (e.g. park districts, townships) and their affiliated organizations, when no admission is charged and the usage does not have fundraising as an objective.

Classification Three – Taxing Organizations Seeking Fundraising or Non-Profit Organization:

- A. Tax supported public bodies within District boundaries that charge admission/fee to an event and/or seek to use facilities in conjunction with fundraising activities.
- B. Non-profit community groups operating an office within District boundaries (e.g. Girl Scouts, Boy Scouts, religious and cultural organizations), which are supported by voluntary contributions of the people whose purposes, in some degree, parallel those of the school's when they do not charge admission/fees or have fundraising as an objective.
- C. Non-profit education/professional organizations with District affiliations.

Classification Four – Community Groups Charging Admission or Non-Profit Groups Outside of the District:

- A. Non-profit community groups who operate an office within District boundaries, when their use of the facilities includes admission/fees or has fundraising as an objective.
- B. Non-profit groups outside of District boundaries who seek to use the facilities for religious, charitable, philanthropic, civic, or other non-commercial, non-personal uses that do not entail admission/fees or have fundraising as an objective.
- C. For-profit organizations, when their use of facilities does not include admission or fees or have fundraising as an objective.

Class Five – Non-Profit Groups Outside of the District Engaged in Fundraising or For-Profit Organizations Outside of the District:

- A. Non-profit groups outside District boundaries, when their use of the facilities includes admission/fees or has fundraising as an objective.
- B. Groups for profit.

For applicable organizations (Classifications III, IV and V) a copy of the Internal Revenue Service letter approving tax-exempt status and a copy of a City of Waukegan license, if held, must be uploaded with the submission of the Facility Use Application.

### **Insurance/Liability & Endorsements Requirements**

The School District's liability insurance does not provide protection to any individual or organization using its facilities pursuant to an approved application.

Because the *School Code* prohibits community use of its facilities from resulting in any liability to the District, by submitting an application the Renter agrees to hold harmless, defend and indemnify the District, the Board of Education, its members, employees, agents, contractors or their successors against any and all claims, loss, liability, damage and expense, including attorney's fees and costs, incurred by any of the above named parties in connection with or arising from the user's activities regardless of whether a claim is made that the District, the Board or any of the above named persons were negligent or acted in a wanton or willful manner or with a wanton or willful disregard for the injured party. The Board reserves the right to select its legal counsel should the need arise. This includes:

- a. Any liability arising from use of the premises and Organizational Leader operations
- b. Any liability arising from products used and completed operations
- c. Any liability due to bodily injury and personal property damage or loss claims from: (i)workers/volunteers for event, or (ii) attendees/spectators of event, or (iii) the District
- d. Any liability due to explosion, collapse, or underground hazards arising from Organizational Leader's use
- e. Any liability arising from athletic or sports participation

An additional insured endorsement in the amount of at least \$1,000,000 or a greater amount may be required, as determined by the District administration, based on the nature of the activity and Tiered Safety Level for which the facility will be used. The additional insured endorsement must name the Waukegan Public Schools Board of Education as an additional insured.

The District shall not be liable to the Renter or any other party in any way for any loss, injury, or damages that arise from or relate to the Renter's use of the facilities or property, including such loss, injury, or damage as arise from any actual or alleged mistake, omission, delay, error, or defects on the part of the District, the facilities, or the property; and in all instances, the District's liability to the Renter's and any other party relative to any loss, injury, or damage that arises from or relates to the use of the facilities and or property shall be limited to \$100 in the aggregate.

### **Security**

An applicant may be required to hire off-duty police or District safety personnel during the requested use of school facilities for certain special events. Below are Tiered Safety Requirements for the provision of safety at the cost of the Renter. Arrangements for private security services, when required, are the sole responsibility of the Renter, and any such agreement must include an acknowledgement of the person(s)/company that the person(s)/company is aware that the District is not liable for any injury or damages that may occur in connection with or arising from the event, including the safety services to be provided by the contractor.

Tier	Risk Level	Group Descriptor	Security Level Required
Tier 1	Low Risk	Small meetings, 30 people or less to meet and converse	Renter assumes responsibility for appropriate use of facility.
Tier 2	Medium Risk	Large meetings, 30-99 people. (Family nights, School fairs)	Renter assumes responsibility for 1 District Safety Personnel to be present and for any cost associated with such (if non-District Renter). In-District Renter must submit a request for safety.
Tier 3	High Risk	Groups or attendance of 100 + including Churches, car shows, carnivals, theatrical or dance shows, athletic competitions, sports camps, TV productions etc.	Renter assumes responsibility for a minimum of 1- 3 District Safety Personnel for every 100 people expected up to 300 people. Uniformed off-duty police may be required, or the hiring of a bonded private security company, at the cost of the Renter, will be required with 300 + people. In-District Renters will refer to the ESS of the building to determine safety needs for high risk activities.
Tier 4	Special Hazard Use *Exceptional use, not the norm	Police and Fire training, Controversial rallies, celebrity or political forum/event, professional or semi- professional sporting events, Fireworks, helicopter landings, large concerts	Safety needs to be coordinated with Executive Director Of Crisis and Safety

### **Fees**

The District reserves the right to charge fees for the use of its facilities. In addition to having insurance, Renters must, where applicable, pay the proper fee(s) associated with use of facilities. Full or up to one half of the estimate of charges for rental will be owed to secure your rental. Balance of rental fees need to be paid <u>prior to</u> the event date. In addition, costs associated with damages and/or clean up occurring as a result of the event, must be paid within 30 calendar days of the first day of said event. If the Renter has a prior unpaid balance which is 60 calendar days or more overdue, there will not be any further reservations approved until said balance is paid in full, including the cost associated with collecting the late payment.

The District reserves the right to make adjustments to the fee schedule based on increases in the cost of operating facilities.

Under no circumstances is tipping or gifting to District staff allowed during the use of facilities.

### **Fee Schedule**

Facility Charges Codes:
NC= No Charge
EX=Reimbursement of Direct Expense

\* Requires Board approval and \$1,000,000 insurance policy or greater amount as determined by the District's administration based on the nature of the activity and Tiered Safety Level for which the facility will be used.

Services personnel fees are noted as per person, per hour.

Public Address operators, Pool Managers, and Custodial Services use rates may vary based upon contract.

Classifications	1	2	3	4	5
Athletics					
Weiss Field	NC	EX	\$100/HR	\$150/HR	\$200/HR
Baseball Diamonds	NC	EX	\$40/HR	\$50/HR	\$60/HR
Softball Diamonds	NC	EX	\$40/HR	\$50/HR	\$60/HR
Soccer Field	NC	EX	\$40/HR	\$50/HR	\$60/HR
All Recreation Fields	NC	EX	\$30/HR	\$40/HR	\$50/HR
Tennis Court	NC	EX	\$20/HR	\$30/HR	\$40/HR
Locker Rooms	NC	EX	\$20/HR	\$30/HR	\$40/HR
Concession Stand	NC	EX	\$30/HR	\$40/HR	\$50/HR
Ticket Box	NC	EX	\$30/HR	\$40/HR	\$50/HR
Press Box	NC	EX	\$30/HR	\$40/HR	\$50/HR
Pool	NC	EX	\$50/HR	\$75/HR	\$100/HR
Indoor Track	NC	EX	\$50/HR	\$75/HR	\$100/HR
Weight Room	NC	EX	\$50/HR	\$75/HR	\$100/HR
WHS- W Campus Main Gym - DAWG Pound	NC	EX	\$100/HR	\$150/HR	\$200/HR

Classifications	1	2	3	4	5
No Air Conditioning					
*3000 Capacity					
All other school gyms	NC	EX	\$30/HR	\$40/HR	\$50/HR
Performing Arts					
Trapp Auditorium	NC	EX	\$300/HR	\$400/HR	\$500/HR
No Air Conditioning					
*1900 Seats	27.0	777	A = (115	\$4.00 (XXD	\$40 E (XXD
Brett Theater	NC	EX	\$75/HR	\$100/HR	\$125/HR
*180 Seats	NIC	1777	ARE AID	#100 /IID	φ4.2 <b>F</b> /UD
Wixom Auditorium	NC	EX	\$75/HR	\$100/HR	\$125/HR
WHS-WCampus Little	NC	EX	\$30/HR	\$40/HR	\$50/HR
Theater RM 201	NIC	EV	¢20 /IID	¢40/IID	¢EO/IID
Band Room	NC NC	EX EX	\$30/HR	\$40/HR	\$50/HR
Choral Room	NC	EX	\$30/HR \$10/HR	\$40/HR \$20/HR	\$50/HR \$30/HR
Dressing Rooms Sound and Lights	NC	EX	\$10/HR \$20/HR	\$20/HR \$30/HR	\$30/HR \$40/HR
Cafeterias	IVC	ĽΛ	\$20/ HK	\$50/ HK	\$40/ HK
WHS Cafeterias	NC	EX	\$50/HR	\$60/HR	\$70/HR
WIIS Caleterias	IVC	LA	\$30/11K	\$00/11K	\$70/IIK
MS Cafeterias	NC	EX	\$30/HR	\$40/HR	\$50/HR
Multipurpose Rooms	NC	EX	\$30/HR	\$40/HR	\$50/HR
Classrooms	110	LIX	ψ30/1110	φτο/τικ	ΨΟΟ/ΤΙΚ
Standard Classroom	NC	EX	\$30/HR	\$40/HR	\$50/HR
Library	NC	EX	\$40/HR	\$50/HR	\$60/HR
Specially equipped	NC	EX	\$40/HR	\$50/HR	\$60/HR
classrooms i.e. Read		2.11	710/1111	400/1111	400/1111
180, Art, Science labs,					
woodshop etc.					
Parking Lots	NC	EX	\$30/HR	\$30/HR	\$30/HR
Services/ Equipment	110		700/1111	700/1111	700/1111
Jornatory Equipment					
Trapp Auditorium	NC	\$60/HR	\$60/HR	\$60/HR	\$60/HR
Technician		400/1111	700/1111	400/1111	400/1111
Lifeguards	NC	\$30/HR	\$30/HR	\$30/HR	\$30/HR
Kitchen Personnel	NC	TBD	TBD	TBD	TBD
Pool Manager	NC	\$37/HR/	\$37/HR/	\$37/HR/	\$37/HR/
J		MINIMUM 2	MINIMUM 2	MINIMUM 2	MINIMUM 2
		HOURS	HOURS	HOURS	HOURS
District Safety	NC	\$34/HR	\$34/HR	\$34/HR	\$34/HR
Personnel Week Nights		, ,	, = , ===	, = , ===	, - ,
District Safety	NC	\$51/HR	\$51/HR	\$51/HR	\$51/HR
Personnel Weekends					,
and Holidays					
Custodial Week Nights	NC	\$34/HR	\$34/HR	\$34/HR	\$34/HR
Custodial Weekends	NC	\$51/HR	\$51/HR	\$51/HR	\$51/HR
and Holidays					
Lectern	NC	\$10/DAILY	\$10/DAILY	\$10/DAILY	\$10/DAILY

1	2	3	4	5
NC	\$10/DAILY	\$10/DAILY	\$10/DAILY	\$10/DAILY
NC	\$1 PER CHAIR	\$1 PER CHAIR	\$1 PER CHAIR	\$1 PER CHAIR
	PER DAY	PER DAY	PER DAY	PER DAY
NC	\$20/HR	\$20/HR	\$20/HR	\$20/HR
110	Ψ20/111	Ψ20/111	Ψ20/111	Ψ20/1110
NC	\$50/DAILY	\$50/DAILY	\$50/DAILY	\$50/DAILY
NC	\$10/DAILY	\$10/DAILY	\$10/DAILY	\$10/DAILY
NC	\$70/DAILY	\$70/DAILY	\$70/DAILY	\$70/DAILY
NC	\$30/DAILY	\$30/DAILY	\$30/DAILY	\$30/DAILY
NC	\$15/HR	\$15/HR	\$15/HR	\$15/HR
NC	\$20/DAILY	\$20/DAILY	\$20/DAILY	\$20/DAILY
NC				Current rate of
			charges by WFD	charges by
	WFD	WFD		WFD
NC	Current rate of	Current rate of	Current rate of	Current rate of
	charges by	charges by	charges by WFD	charges by
	WFD	WFD		WFD
NC	Current rate of	Current rate of	Current rate of	Current rate of
	charges by	charges by	charges by WPD	charges by
	WPD	WPD		WPD
	NC N	NC \$10/DAILY NC \$1 PER CHAIR PER DAY  NC \$20/HR  NC \$50/DAILY NC \$10/DAILY NC \$70/DAILY NC \$30/DAILY NC \$30/DAILY NC \$15/HR NC \$20/DAILY  NC Current rate of charges by WFD  NC Current rate of charges by WFD	NC \$10/DAILY \$10/DAILY  NC \$1 PER CHAIR PER DAY  NC \$20/HR \$20/HR  NC \$50/DAILY \$50/DAILY  NC \$10/DAILY \$10/DAILY  NC \$10/DAILY \$10/DAILY  NC \$70/DAILY \$70/DAILY  NC \$30/DAILY \$30/DAILY  NC \$15/HR \$15/HR  NC \$20/DAILY \$20/DAILY  NC Current rate of charges by WFD  NC Current rate of charges by WFD	NC \$10/DAILY \$10/DAILY \$10/DAILY NC \$1 PER CHAIR PER DAY PER DAY  NC \$20/HR \$20/HR \$20/HR  NC \$50/DAILY \$50/DAILY \$50/DAILY NC \$10/DAILY \$10/DAILY \$10/DAILY NC \$10/DAILY \$10/DAILY \$10/DAILY NC \$70/DAILY \$70/DAILY \$70/DAILY NC \$30/DAILY \$30/DAILY \$30/DAILY NC \$15/HR \$15/HR \$15/HR NC \$20/DAILY \$20/DAILY \$20/DAILY  NC \$15/HR \$15/HR \$15/HR  NC \$Current rate of charges by WFD  NC Current rate of charges by WFD

### **Payment Process & Timelines**

With your approval email notice, you also will be sent an invoice including estimated costs. Once the invoice is emailed out, and half or full payment is made for the estimate of charges, the event space is locked in for the Renter's requested time pending its availability. The balance of the rental fee is to be paid on or before the event.

All payments are to be directed to: Waukegan Community Unit School District No. 60, Operations Department, Attn: FMX Specialist, 215 Edison Ct, Waukegan, IL 60085. Payments must be, in the form of cash, official business check, or money order made out to the Waukegan Community Unit School District No. 60. Personal checks will not be accepted. In addition, costs associated with damages and/or clean up occurring as a result of the event, will need to be paid within 30 calendar days of the first day of said event. If the Renter has a prior unpaid balance which is 60 calendar days or more overdue, there will not be any further reservations approved until said balance is paid in full, including the cost associated with collecting the late payment.

### **Fee Waiver Process**

Approved Organizations who fall within *Classification Three* may request a fee waiver to cover all or partial payment of rental fee(s). Organizations who fall within *Classification Four* or *Classification Five* may request a fee waiver to cover partial payment of rental fee(s). Personnel and equipment fees will apply to *Classification Four* and *Classification Five* organizations. A full fee waiver is not applicable to Classification Four and Classification Five organizations. The fee waiver form is reviewed by the FMX Specialist and forwarded to the Superintendent for approval. You may be asked to attend a Board of Education meeting to present your waiver and explain the nature of your event. You will be notified by the second regularly scheduled Board of Education meeting following your request if your fee waiver has been approved.

The fee waiver forms are the last three pages of the Facility Use Manual and are required to be filled out 45 calendar days in advance of the event to be considered.

### **Cancellation or Change in Date**

The District reserves the right to cancel an Agreement upon one (1) business day notice to the Organizational Leader who signed the Agreement. Occasionally, activities scheduled on a long-term basis will have dates that conflict with events that are later planned by the regular school program. Should this occur every effort will be made to find another appropriate location.

Cancellations by the Renter must be made one (1) business day in advance of the scheduled event or the Renter will be liable for fifty percent (50%) of the rental fee and any custodial or other staff overtime that has or may occur. If the Renter cancels the Facility Use Agreement less than one (1) business day prior to the event the entire deposit will be forfeited.

Organizational Leaders should check the District website at <a href="www.wps60.org">www.wps60.org</a> in the event of inclement weather building closures. Should this occur the Renter must re-submit a request for building use for another day.

Any request for changes by the Renter must be made in writing, three (3) business days in advance of the activity. As a result of modifications to the original request, additional fees may be applied or the use approval canceled due to unavailability of facilities or necessary services.

If an organization has an unpaid facility-use balance which is sixty (60) calendar days or more past due, the District reserves the right to deny any new request until the account is paid in full and to seek assistance in collecting the fees from a collection agency.

In the event of exigent or emergency circumstances or conditions, or use of relevant District facilities and property by the District, the District may suspend or cancel the Renter's use of the facilities and property at any time; provided, however, that the District shall strive to give as much notice to the Renter as is practicable. Otherwise, the District may suspend or cancel the Renter's use of the facilities or property with 60 days' written notice from the District's Superintendent or designee.

### **Application Process**

In order to secure a facility, one must first go through the process of reserving a space. This will require the applicant to create a login which will connect the rental request to yourself, your business, or organization. To complete the process, you will need to know the specific dates for which you are looking to use the facilities, along with what equipment or services you might need. Please remember to count your set up and take down time in your request. Incomplete applications will only be saved for five (5) business days. In order to complete the application, give yourself 10-15 minutes if you do not have a log in. Please pay close attention to the organization type that your application reflects, also known as "Classifications," as listed at page 3 of this manual.

### Step-by-Step Instructions

- Step 1 Visit <u>www.wps60.org</u> to go to the District home page.
- Step 2 On the home page, top menu, select "Operations."



- Step 3 Click on Maintenance and Facilities
- Step 4 Click on Facility Rental Information

# Maintenance and Operations Capital Projects Department News Facility Rental Information

### Facility Rental / Community Use

Welcome to Community Usage for Waukegan Public Community Unit School District #60. This program will allow you to request the rental of a district facility. Please allow 5-7 days to confirm your request. You will receive an automated email confirming or denying your request. If there are general questions regarding the usage of any facility you can contact the FMX Specialist at 224-303-3651. Please download our Facility Manual that will contain all necessary documents needed to complete your registration.

Step 5 Scroll down to the bottom of the screen and under the header **Rental Request Form** click, "Facility Request Web Site."

Rental Request Form

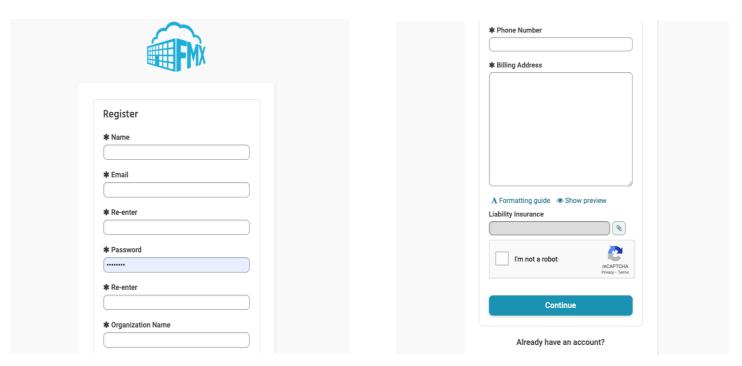
Please visit the Facility Request Web Site to submit your application.

Prior to completion of the electronic facility request please download and complete Facility Use Manual.

If you already have an account, skip to Step 10

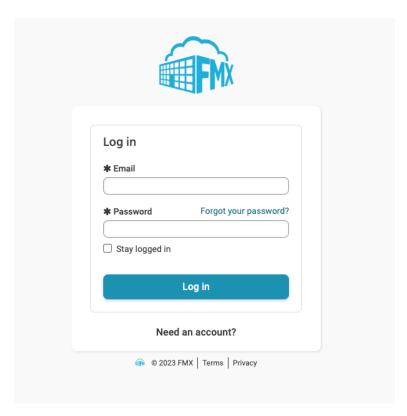
Step 6 If you do not have an account set up, you need to register to request facility use. Follow the steps to create an account. Fields with (\*) are required to complete the registration process.

Helpful Hint: Although Liability Insurance is not required to complete the



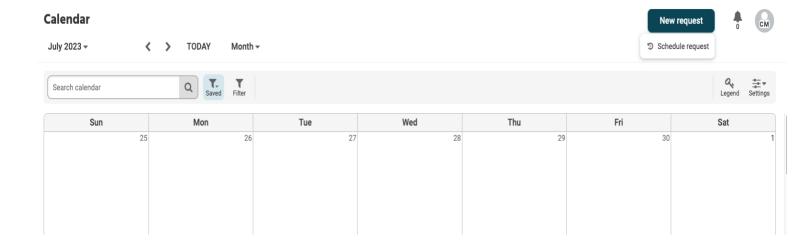
registration process, you will be unable to schedule a request without one on file.

- Step 7 Select Continue.
- Step 8 You will receive an email notification from *FMX Messaging* indicating that your account was created with a link to access the login page.
- Step 9 Enter your email address and password to log in.



Helpful Hint: If you already have and account but do not remember your password, click the Forgot your password? link.

Step 10 When the District calendar pops up, you will find the "New Request" tab. Click the tab, this will prompt the "Schedule Request" tab. Click the tab.



Step 11 Fill out required information as noted by the (\*) next to each entry field.

# Requests > New Schedule Request Waukegan Community Unit School District #60 Facilities Use Documents Waukegan Community Unit School District #60 Facilities Terms & Conditions Request \* Request type Community Event \* Event name Community Event Name \* Building Abbott Middle School \* Resources (ABB Gym (big) | x | ABB Gym (small) | x |

 $\square$  Helpful Hint: Resources are locations within the building. You can select multiple locations by simply clicking on each "resource" you would like to reserve.

 $\square$  Helpful Hint: To select multiple Buildings you must enter individual requests for each building.

Step 12 Fill in the Requested date(s) and time(s). Select the frequency of your request by filling the "\*Repeats" field.

* Sta	7/29/2023	
<b>*</b> Fr	From 10:00am	
*	<b>★</b> To 3:00pm	
* Repe	eats Custom	•
*	* On 7/31/2023, 8/2/2023, 8/11/2023, 8/19/2023	
Setup ti	time 1 hour	•
Teardown ti	time 1 hour	•
(	Helpful Hint: When requesting a single da	ate request, select "Never."
	For recurring events without a recurrence pa multiple dates by holding down the shift tab	attern, select "Custom," you can select
	☐ Helpful Hint: If you require setup and teardyour request.	down time please include that time in
A	☐ Helpful Hint: You cannot delete or adjust y Any changes or deletion requests must be emandation mx@wps60.org.	

Step 13 Provide a detailed description of your event.

* Event Description	
A F	ormatting guide Show preview
Step 14	Fill out your Organization's details.
* Organization Name	
Torganization Name	
* Organization	
Representative	
Adult Supervisor (if	
different from above)	
* Organization Phone	
Number	
Step 15	Enter Number of Attendees. (If an exact number is not available, please enter
Зтер 13	an expected number.)
	· · · · · · · · · · · · · · · · · · ·
Number of Attendees	
Number of Attendees	
	Helpful Hint: Although number of attendees is not a required field, this field
	nsures that proper coverage is available. If you are not sure of the number of
a	ttendees, please estimate the number.

Step 16	Click the boxes if event setup requirements, security requirements, and
	technology requirements are needed.

* Event Setup Details	
	A Formatting guide Show preview
Check here if security is	
required	
Check here if technology	
is required	
□ Не	lpful Hint: It is important to be as detailed as possible when filling out the details of
•	equirement. This will ensure that accurate estimates are produced. Estimates are
	t to change as more information becomes available.
Sabjec	

Step 17 Review Guideline for Use Facilities. Checking the box is confirmation that

 $\Box$  Helpful Hint: Regardless of what requirements are chosen custodial coverage will always be required for all event requests.

### terms and conditions were read and agreed to.

### **Guidelines for Use of School Facilities**

### Acceptance of Terms

- 1. The Undersigned has reviewed and agrees with the Guidelines set forth in the Facilities Use Manual
  2. All Fees will be paid prior to the commencement of the rental activity.
  3. The School District will notify Renter of a cancellation due to unforeseen conditions or a conflict in schedule with the most notice possible. The Renter understands that scheduled school activities will take precedence in
- a case of conflict.

  4. Violating the District's Facility Use Policy may result in sanctions to the renter, including but not limited to suspension or denial of future rental eligibility, charges related to damages or excessive clean-up costs, increased deposit requirements or assurances for future events. These sanctions would be in addition to any other legal recourse that may be available to the District.

  5. The organization is required to reimburse Wawkagan Community Unit School District 60 for all damages.

  6. The forganization acknowledges the risks associated with COVID-19 and agrees to comply with the State and local health and safety guidelines in effect at the time of its event and to provide prior notice to its personnel and targeted participants of the expectations with respect to face coverings, social distancing and hygine practice that minimally must align with the CDC or local recommendations, whichever are most stringent. The District will have approved posters at all entrances and restrooms reiterating the minimum expectations which may not be removed. The Organization is solely responsible for enforcing the health and safety standards throughout its event, from set up to departure. Failure to do so could result in the minimum of yfuture use opportunities until such time as the disaster declarations no longer are in effect.

  7. The Organization agrees to hold harmless and indemnify, including attorney's fees and costs, and covenants not to sue, the District, its Board members or its employees, contractors or their successors for any injuries or damages that may arise out of the Organizations use of the District's facilities.

### Hold Harmless Agreement

Public Liability Insurance: Lessee covenants and agrees that Lessee will, at Lessee's expense, carry with a responsible insurance company approved by Lessor throughout the term of this lease or use, insurance that will protect and save and keep the Lessor forever harmless and indemnified against, and from any penalties or damages or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will at all times protect, indemnify and save, and keep harmless the Lessor against and from any and all losses, costs, damages or expenses arising out of or from any accident or other occurrence on or about said premises, causing injury to any person or property whomsoever or whatsoever and will protect, indemnify and save, and keep harmless the Lessor against and from any and all losses, costs, damages or expenses arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions hereof. Such insurance policy or policies shall have a minimum of \$1,00,000 per occurrence and \$2,00,000 Umbrella policy in addition. Any of said insurance shall be delivered to Lessor naming the Board of Education District 60 as a certificate holder and additionally insured. Unless the provisions of this paragraph are fully complied with, the term of the lease or use shall cease immediately, as the case may be.

The following Documents must be submitted with your application before your rental dates will be confirmed:
- Certificate of Insurance, naming Board of Education District 60 as additional insured
- Proof of Tax exempt status for non-profit groups

\* By checking here, I state that I have read and agree to the terms and conditions above

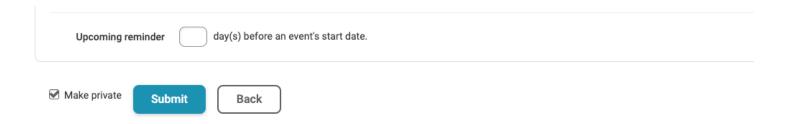
> Step 18 Upload Proof of Tax exempt status and any other relevant documents.

Proof of Tax exempt status (non-profit groups only)	
Attachments	
Upcoming reminder	day(s) before an event's start date.

Step 19 Click submit to submit your request to the FMX Specialist for review. Please allow 5-7 school business days for application review. You will be notified

e-mail as to acceptance or denial of the event request. The final notice of approval, along with the application and the terms of use as agreed upon and set forth in the Facilities Use Manual constitutes the facility use agreement between the two parties.

via



### **Application Process Timeline**

### **Rules and Regulations**

Upon submitting the Facility Use online application you acknowledge the Organizational Leader acknowledges acceptance of and agreement to the following conditions associated with an approved application:

### Supervision:

- The Organizational Leader must be present from the time of entry stated on the Facility Use Application until all participants have left the premises. If for any reason the Organizational Leader no longer is involved with the Renter or event, prior to the event taking place, or will not be present during the event, the District reserves the right to cancel the Facility Use Agreement.
- The Organization Leader shall not and may not assign its obligations hereunder to any other person without prior consent of the District.
- Upon arrival at the facility, the Organizational Leader should check in with a building staff member (if on site) and/or the custodian on duty.
- It is the responsibility of the Organizational Leader, upon arrival, to inspect the intended space to be used for any defects or concerns, in order to report that to the custodial staff immediately and before any use activity begins.
- It is the responsibility of the Organizational Leader to make certain that the facility is used for the intended purpose stated in the approved application.
- It is the responsibility of the Organizational Leader to report any injuries and/or damage/theft to/of property to the FMX Specialist by the next business day.

- It is the responsibility of the Organizational Leader to make sure that any building items, materials, or furniture approved for use during the event are put back in their proper place after the event has concluded.
- It is the responsibility of the Organizational Leader to make sure that building materials, furniture, and equipment not approved for use are not used in any way.
- It is the responsibility of the Organizational Leader to maintain control of the behavior and location of participants involved in the activity and to ensure that participants and attendees remain in the area authorized in the application.

### Safety Regulations:

- All District facilities are non-smoking and drug free zones. No guns, firearms, explosives, hazardous chemicals (unless when permitted under hazard use Tier 4) are permitted in school buildings or on the school grounds.
- School, City, State and fire and safety regulations will be observed at all times. Fire hydrants on school property are not to be blocked or tampered with at any time. Fire lanes are to remain clear at all times or risk being towed and fined.
- In the event of an after-hours crisis that takes place during Renter's facility use, the Organizational Leader shall assist in ensuring participant cooperation with any directions given by emergency response personnel, including District personnel responsible for responding to the crisis.
- All school District Board policies related to student and staff safety must be followed when students and staff are involved in an event. Policies can be found on the District's website at <a href="https://www.wps60.org">www.wps60.org</a> and from the home page, hovering over "School Board" and then clicking on "Board Policies" from the drop down menu.
- Gambling, drinking, smoking, or possession and/or sale of intoxicants and illegal chemicals in the school building or on the school property, including parking lots is strictly prohibited.
- Food may only be served in the capacities noted below under "Use of Kitchen and Cafeteria Facilities."
- Adequate preparation must be made for the possibilities of high traffic during events, including, but not limited to, pedestrian safety and safe entrance and exit for cars to and from the main road.
- No employee of WPS60 shall be subjected to discrimination, harassment or physical abuse during the renting of a facility. Any report will be investigated, and, if just cause is found, the Renter will forfeit its ability to rent from WPS again.
- Should any employee of WPS60 witness any child neglect or abuse, including violation of child labor laws, s/he is required by law to report this to DCFS. If just cause is found, the Renter will forfeit its ability to rent from WPS60 again.
- All participants of an event must timely exit the building before the custodian sets the alarm on. If an event participant who has not left the building triggers the alarm, the Renter will be responsible for the cost of the alarm call.
- If a false fire alarm is triggered, the Renter shall be responsible for the cost of the fire department call.
- Should an ambulance be called to an event for a sick participant, the District shall not be held liable for the cost of the ambulance call, even if a District employee makes the call.
- AED machines are located at the District's physical fitness facilities and should be used only in the event of an emergency, by an individual who has completed the requisite training offered by the American Red Cross, American Heart Association or similarly qualified

entity. The Organizational Leader can request notification of the exact location of the AED machine for use by a trained user whose certificate is on file with the District should the need arise. In the event the AED is used during an event, the Organizational Leader and/or user shall notify 911 and the Executive Director for Safety and Security and complete any documentation required related to its use to assist the District with maintenance of the AED machines.

• If there are WPS students in the building during the rental of the building, no group or participant shall discriminate against or harass any student or solicit any student to participate in or to take information related to the event or the Renter.

### **Application Limitations:**

- All use of facilities will begin and end at the times noted in the original application, unless
  alternate times have been approved by the District, in writing. If facility use goes over the
  allotted time, Renter is subject to additional charges, including, but not limited overtime for
  any staff services provided by the District.
- No Renter or its Organizational Leader may sublet or authorize others to sublet the approved use of facility.
- In-District groups using facilities and charging an admission fee must have followed all collection procedures as outlined in the Student Activities Manual, where applicable.
- The District is not responsible for any activity fee or fundraising collection activities undertaken by Renters or ensuring the safety or security of monies collected when part of an approved event, except as related to approved student group activities.
- Only the areas of the school for which this request has been made shall be used. It is the responsibility of the Organizational Leader to ensure that group participants are only in the area(s) approved in the Facility Use Agreement.
- If areas are used that are not included in the Agreement, the Renter will be charged for such.
- A check out process with Operations staff will occur after the event to inspect the condition of the building/space rented and to document the time used. Space rented on a recurrent basis will be checked periodically over the period of approved use and when there are damage or loss reports by the building principal or designee or third parties that may be related to the Renter's use during a particular period of time. Organizational Leaders, on behalf of the Renter, will be notified in writing of any rule violations or damages noted and steps necessary to make the District whole, where applicable.

### Physical Space:

- Furniture and equipment not approved for use through the application process may not be moved or altered in any way.
- Chemicals or items that have a staining effect cannot be used.
- The use of tacks, tape, nails, glue, ink, paint, or decorative pieces must not cause damage to District property or facilities and is to be cleaned up prior to the conclusion of the event. .
- Groups may not intentionally leave propaganda or solicitation materials in the building, or on the grounds of the school property, after they have exited.
- Low attendance policy: Maximum use of school facilities is desired. Small group use of large facilities is discouraged. Agreements may be modified or canceled if it is believed there will be a low turnout. The Renter may, at that time, pick another available facility more appropriate for the size of its event.

• Additional fees will apply if the District's custodial staff must engage in significant clean-up efforts due to lack of or inadequate clean-up by the Renter or damage repair is necessary based on Renter's use.

### Equipment:

- Only the Renter can access the equipment that is noted in the approved application. No other equipment or building materials may be used unless noted in the Agreement.
- The District assumes no liability for any damage caused to or loss of items, materials, furniture, or equipment that belong to the Renter or event participants or attendees that may occur associated with the renting of the space.
- Approved sporting equipment must be used in the designated areas for which they were designed and consistent with use rules, when applicable.
- The United States Flag is not to be removed, nor desecrated, during an event.
- Any equipment noted by the Operations staff (during check out) or the building principal as being missing or damaged after an event will be investigated, reported to police, and where applicable restitution or other corrective action shall be sought from the Renter for the replacement or repair of said materials or equipment to the satisfaction of the District.
- Any items left behind by Renter will be considered forfeited after 30 calendar days of the first day of the event.
- The District is not responsible for any monies lost in any vending machines located in a District facility.
- The District does not guarantee that any vending machines will be full or able to be used during the renting of any District space.

### **Extended Life Space Limitations:**

- In order to preserve the life of new additions, furniture, or equipment the District reserves the right to assign groups to various parts of the building.
- In order to allow for maintenance to work efficiently, there may be limited use of facilities during the summer and during extended breaks.
- During extended leases, the District reserves the right to inspect the use of facilities by the Renter at any time to assess the wear and tear on the facility based on the long-term use and/or compliance with District terms and conditions of use.

### Use of Auditoriums:

- To use the public address system, lights, sound systems, etc. in the auditorium, the group must use the Trapp Auditorium technician at all times.
- Food, with the exception of baby formula, is not allowed in the auditorium.
- Removal or use of props, unless noted in the Agreement, is strictly prohibited.
- If dressing rooms and the sound pit need to be used, this must be noted in the application.

### Use of Kitchen and Cafeteria Facilities:

- Use of kitchens is prohibited, unless serviced by District personnel hired at the cost of the Renter.
- Cafeterias may be used; District assumes no responsibility for food borne illness to guests or workers.
- Alcoholic beverages are strictly prohibited.

### Use of School Grounds & Athletic Fields:

- Professional sporting events are considered a Tier 4 Hazard and must get special approval from the Deputy Superintendent of Operational Supports and Programs.
- Night events must have adequate lighting for the fields, the stands, and additional pedestrian areas. There must be a minimum of 16 field lights for night sporting events.
- Someone who is trained through the District, at the cost of the Renter, may operate coaches and the press box.
- Someone trained or approved by the District may operate concession stands equipment.
- Renter must have someone on hand who is CPR and AED certified when using the District's
  athletic fields, including the football, baseball, track or soccer fields, and the certification must
  be on file with the District prior to the use of the athletic field being approved.
- All Board policies applicable to the use of school grounds and District fields or equipment apply to Renter, including (but not limited to) policies 3501- Safety and Security of Buildings and Grounds, 3508-Non-Instructional Operations of School Equipment, and 3511- Movable Soccer Goal Safety and Education.

### **Use of Swimming Pools:**

- Renters must employ a certified lifeguard for every 30 participants. The certification of the lifeguards must be on file with the District prior to use of the pool being approved. This must also include the lifeguard CPR and AED certification.
- Renters cannot exceed pool capacity under any circumstances.
- Participants must adhere to all pool rules.

### Use of Gymnasiums:

- Unless approved, the building's own sports equipment may not be used during rental.
- Payment for any damages to gym floors, bleachers, equipment, backboards, gym curtains, gym dividers, etc. will all be the responsibility of the Organizational Leader.
- Street shoes are not allowed for athletes using the gym.
- Renter must have someone on hand who is CPR and AED certified when using the District's gymnasium for physical activities, such as basketball or volleyball and the certification must be on file with the District prior to use of the gymnasium being approved.

### Use of Schools of Polling Places:

- For schools serving as polling places by the Board of Elections, the following shall apply:
  - Electioneering within the campaign free zone is prohibited.
  - The election officer shall be responsible for establishing and maintaining the campaign free zone, as required by the *Election Code*, while the polls are open and for placement, set up and removal of any materials or equipment associated with the election.
  - Signs must be outside of the campaign free zone, except for signage identifying the polling place.
  - Responsible party must remedy damage done to school property due to the election process.
  - o Safety Personnel will be required for the duration of polls being open to the public.

Use of Signs Advertising Use of District Facilities:

- Any sign indicating the location of an event that takes place in any WPS 60 building or property must be approved first by the Director of Communications/Chief of Staff and comply with District policy 1003, Advertising and Distribution of Materials in the District Schools.
- The Organizational Leader must indicate the requested location of the signs and cannot deviate from those locations that are approved.
- Storage and maintenance of the signs become the responsibility of the Renter. Any signs not removed at the conclusion of the event shall be removed by the District and may be disposed of without prior notice to the Renter after 30 calendar days.
- The District also may remove at any time, and immediately dispose of, any sign not on record as being approved or posted in an approved location, without prior notice to the Renter.

### **Extended Use Agreements:**

• Those requesting use of school facilities for longer than a 10-month period must enter into an Extended Use Agreement through the Office of the General Counsel. Rates for long term leasing will be calculated on a case-by-case basis.

## Waukegan Community Unit School District No. 60 FACILITY RENTAL WAIVER REQUEST

One *Facility Rental Waiver Request* form must be submitted per individual event. **Request forms must be received at least forty-five (45) days prior to each event**.

Submit the form via email to: fmx@wps60.org or via post office mail to: Waukegan Public Schools, Operations Department, Attn: FMX Specialist, 215 Edison Ct, Waukegan, IL 60085. Additional questions may be answered by calling 224-303-3651. You will be notified of a decision by the second regular Board of Education meeting following the date of receipt of the request by the District.

Section I:	Organization Information	Today's Date
Event Name:	E	xpected No. of Participants:
External Organization Name:		Phone:
Address:	City:	State: Zip:
Organizational	Email	:
Leader:		
Type of Organization: Government		or-Profit Other 501c(3) number:
Section II:	Event Information	
Description of Event:		
Will the organization be charging fees to at	Yes	If yes, how much? \$
Will District students, organizations, clubs	No or departments benefit from this	s event
(e.g. scholarships, jobs)? Describe:		Yes L
		No
Section III:	Facility Needs	
Date(s) of Event:		lime(s) of Event:
Space(s) Requested:		

Personnel	Needs:				
Equipmen	t Needs:				
Section IV	Waiver Information				
To what ex	ktent are you requesting that facility rental fees be reduced or waived?				
	Waive facility rental fees only. Personnel and equipment fees will apply to the external organization. (Classification Four and Classification Five Organizations)				
ť	Waive all fees. ( <i>Classification Three Organizations</i> who receive no financial benefit through sponsorship of the event. If the request is for days the District is officially closed, the external organization will be charged for applicable personnel and/or equipment fees. See Fee Schedule)				
What is the	e reason for requesting a waiver of fees?				
1	The Facility Rental Waiver Request Form will be reviewed for approval on a case-by-case basis.				
	ersigned, affirm that the information provided above is true and correct to the best of my ge and belief.				
Signature	e of Requestor & Title Date				

### **District Use Only**

Rental Fees Assessed: \$	Personnel Fees:	\$	Equipment Fees: \$	
Superintendent's (for above) app	proval to:			
Waive facility fees only. P	'ersonnel and/or equipme	ent fees will apply	to external organization	
Waive all fees.				
Request submitted to the	Board of Education for dis	scussion & decisio	n on	Date
Request denied. Activity of	does not meet District req	uirements.		
Signature of Superintendent	Date			
	Board Action if Initia	ted		
Date of Board Meeting:				
Board Decision: Request Approved	☐ Request Denied	☐ Request Mo	odified	
Description of Modifications:				