

# BIG HOLLOW SCHOOL DISTRICT #38

## BUILDING USAGE – RULES AND PROCEDURES

### I. PROCESSING APPLICATIONS

Applications must be made on district’s Building Usage Form. All conditions and requirements embodied in the application and corresponding permit, in addition to all other regulations pertaining thereto, become a part of the agreement between the User and the Board of Education.

Applications should be made at least ten (10) days in advance of the planned program or activity.

Applicants must drop off the following forms and documentation when applying for use of District 38 buildings:

1. Waiver of Indemnification
2. Building Usage Form
3. Certificate of Insurance

All materials must be dropped off to the building where usage is being requested.

The received application will be reviewed by the building principal. Once the review is complete, the applicant will be notified of the approval or disapproval.

Approved applications will then be sent to the Business Office, School Office, Custodian, and Applicant.

Payment must be received by School District 38 before the date of the event. Payments must be made to the building you are requesting usage for. Please refer to section II, Fee Schedule, for building usage fee information.

### II. FEE SCHEDULE

Class	Description	Rate Monday-Sunday All Buildings	Fees <i>Set up, clean up, or custodial fees if required</i>
1	School Sponsored Programs	\$0	*After hours Open & Close Fee may be required: \$30
2	Non-Profit Organizations	\$20/hour	\$30 per hour for set up, clean up, or custodial assistance if needed.  *After hours Open & Close Fee may be required: \$30
3	For-Profit Organizations	\$50/hour	

***\*All school sponsored activities take top priority***

### III. RULES FOR USE OF SCHOOL FACILITIES

- A. The Board of Education makes its school facilities available during “non-school hours”. The use of school facilities for school purposes has precedence over all other uses; use by the community shall be prohibited if it interferes with any school functions or the safety of students or school personnel or affects the property or liability of the school district. Persons on school premises must abide by the District’s conduct rules at all times. Use of the school facilities will be pursuant to the fee schedule attached to these rules.
- B. Permission to use the facilities must be obtained in advance from the building principal or superintendent upon written application. The application which is attached hereto and incorporated herein, will be supplied by the district. The District reserves the right to decide if a district employee needs to be present during any other event. The renting will be responsible for any wages incurred by the employee.
- C. The Board of Education, superintendent, or the principal may cancel, at any time, any arrangements made for the use of the school premises. School activities shall have priority for space utilization if dates conflict with outside groups.
- D. Use of the school facilities shall be both lawful and of a nature suitable for a public school; for example, gambling, drinking or possession of intoxicants; indecency in speech, action, or dress; or inappropriate boisterousness in any form are prohibited in school buildings or on school property. Smoking is prohibited in school buildings, parking areas and on school sites. Appropriate shoes should be worn for gym use. In addition, during renting organization’s use of the school facilities, to the extent applicable, the renting organization shall comply with all applicable Board policies, regulations, rules, as well as applicable ordinances and laws, including, but not limited to, the requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. and the provisions of sexual harassment policies and procedures pursuant to Section 2-105 of that Act. Further, to the extent applicable, the renting organization agrees to comply with all federal Equal Employment Opportunity Laws, including but not limited to, the Americans With Disabilities Act, 42 U.S.C. Section 12101 et seq., and rules and regulations promulgated thereunder. The renting organization acknowledges that, under Illinois law, the presence of sex offenders is prohibited on school district property except in limited circumstances with notice to and approval of the Board.
- E. If the application is approved, the renting organization will assume responsibility for orderly and careful use of the school facilities. Renting organizations assume liability for damage or loss of property that may occur caused by them or their patrons. **The renting organization will be required to file a Hold Harmless Waiver with building usage form. Such a waiver is attached to these rules.**

**Renting organizations will be required to provide a Certificate of Insurance naming Big Hollow School District #38, Ingleside, IL as an “additional insured”; the coverage must provide for Comprehensive General Liability (Bodily Injury and Property Damage Combined – Single limit of \$1,000,000.00), prior to use.**

Renting organizations using Big Hollow facilities shall release hold harmless and indemnify the Board of Education, and any members thereof, its officers, agents, administrators, insurers, and employees, successors and assigns from and against loss suffered, any and all liability from whatsoever causes, including but not limited to damages, costs, investigations, and attorney fees arising out of said organization’s use of facilities herein described.

- F. Renting organizations shall provide sufficient adult supervision at all times. The amount of supervision will be determined at the time the application is approved. Applicants shall also supply any special supervision that is required and needed in regards to police protection, parking supervision, etc. If determined by the superintendent or the building principal at the time of the application.
- G. It is the responsibility of the renting organizations to ensure that any rooms utilized by the organization are returned to their original condition. This means that trash is to be taken to the dumpster, tables are to be wiped down, floors are to be swept, windows are closed, and furniture is to be returned to its original position.
- H. All food and drink items are forbidden anywhere in the building except in the cafeteria/kitchen areas.
- I. Use of equipment in the kitchen must have prior approval.
- J. No district owned equipment may be used without prior approval from the superintendent or building principal. An additional fee may be assessed for any usage of extra equipment.
- K. Use of material on floors, walls, and other parts of the building is prohibited without the specific approval of the superintendent or building principal.
- L. Decorations shall be of a fire proof nature and shall be erected in a manner that will not disturb or destroy school property. Special decorations must meet the approval of the superintendent or building principal.
- M. For groups using space beyond the security doors in the hallway, access by anyone other than direct participants is denied. The group leader should establish the ending time of the activity and parent, or others, awaiting participants will wait outside the security doors for the participants. For groups using the gym facilities, participants are to make use only of the gym facilities and not enter other sections of the building. The group supervisor is to ensure that lights, fans, etc. are turned off and that doors have been checked for security. Groups with children must restrict their activity to the designated area (no play is permitted in the public areas, i.e.; corridors, restrooms and entries).
- N. It shall be the general rule not to lend any items of equipment for use outside the building. Exceptions will be made at the discretion of the superintendent or building principal. In such cases a signed receipt will be required.
- O. All programs, performances, or any usage of the school buildings must conclude before 10:00 p.m., unless authorization is received by the building principal or superintendent.
- P. The school district shall not be responsible for the property left on the premises during or after a scheduled activity. It shall be the responsibility of the renting organization to wait until the next school day to retrieve their property.
- Q. The school district will give equal opportunity for use of school property to all political parties.
- R. Any profit-making use of the building who would accrue a tax liability shall also be responsible for paying the tax amount.
- S. All State and Local fire safety laws and regulations must be observed.
- T. Keys to the buildings or facilities shall be kept in possession of the superintendent, building principal or designee and will not be issued to any individual or group unless authorized by the superintendent or building principal.
- U. In all advertising for such events, the school's name should only be used as the designated facility where the event is being held. In no way shall the school be listed as sponsoring the event.
- V. Facilities cannot be used for individual student parties.

- W. Violations of any of these rules and regulations could result in the suspension or cancellation of the use of facilities for the remainder of the school year.
- X. These rules are subject to addition or change at any time.
- Y. All fees and charges shall be payable by check to the Big Hollow School District #38.
- Z. Users that apply for Big Hollow School District #38 Building Usage for events that involve physical activity must have a person trained to use an Automatic Electronic Defibrillator on site at all times. Applications must include an AED Training Certificate for the person or persons, and a signed document indicating they will be present at all times during physical activities.

#### IV. PROCESSING APPLICATIONS

- Submit completed form and necessary supporting documents to the building whose facilities you wish to rent.
- Once the application has been submitted, it will be reviewed.
- If approved you will be notified by email
- Upon receiving an approval email payment for use of the facilities will be due before the start date of your event.

After reviewing Building Usage Regulations, please complete the forms on the following pages, Waiver of Indemnification and Building Usage Application, and submit to the building you are requesting usage for.



## WAIVER OF CLAIMS AND INDEMNIFICATION

\_\_\_\_\_ (Name of User) hereby releases and waives all claims against Big Hollow School District #38, its agents, officers, its insurers, members of its Board of Education and employees from any and all liability for injury or damage to the person or property sustained in and about the \_\_\_\_\_ (Facility) which injury or damage results from any act, failure to act, neglect, occurrence or condition in or about the facility whether such injury or damage is caused by District #38 or any other person. User acknowledges that District #38 will not supervise the activity engaged in by User.

User agrees to indemnify and hold harmless District #38, its agents, officers, members of its Board of Education and employees against any and all claims, demands, costs and expenses of every kind in nature, including reasonable attorney's fees for the defense thereof arising from User's use of the facility, or from any breach or default on the part of User of the terms of the attached Application for Use of School Facilities, or from any other act, or failure to act, or neglect of User in or about the facility.

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of User

\_\_\_\_\_  
Signature of User



## Building Usage Application

The following is a rental agreement form for the usage of one of our district facilities. Please complete the form below and the Waiver of Claims and Indemnification Form and return to the appropriate building office whose facilities you wish to rent. Upon approval, you will be notified and the dates will be added to the district calendar at [www.bighollow.us](http://www.bighollow.us).

Name of Activity: \_\_\_\_\_

Date of Requested Activity: \_\_\_\_\_ Alternate Date: \_\_\_\_\_

Submitted by: \_\_\_\_\_ Submission Date: \_\_\_\_\_

Organization: \_\_\_\_\_

Name	Street Address	City	Zip Code
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Billing Info: \_\_\_\_\_

Name	Street Address	City	Zip Code
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Person Responsible for use of facilities: \_\_\_\_\_ Phone # \_\_\_\_\_

Email: \_\_\_\_\_

Supervisor on site at all times: \_\_\_\_\_ Phone # \_\_\_\_\_

Person with AED Training/Certificate: \_\_\_\_\_ Phone # \_\_\_\_\_

Purpose of Event: \_\_\_\_\_

Is this a school-sponsored event?    Yes      No      \*Certificate of Insurance on file?      Yes      No

Is this a school related event?      Yes      No      Waiver of Claims and Indemnification filed?      Yes      No

Is this an in-district organization?    Yes      No      Estimated district residence attendance:

Only in-district participants?      Yes      No      Estimated total attendance:

Only organization members?      Yes      No

Is this a Profit or Non-Profit Organization?    Profit      Non-Profit

Please check the days you intend to be using the building?

Monday	Tuesday	Wednesday	Thursday	Friday
Saturday	Sunday			

**\*Insurance is required for all events**

**Building Requested:** Primary Elementary Middle  
**Facility Requested:** Gym Multi-Purpose Room Conference Room  
Large Gym (Middle Only) Small Gym (Middle Only) (Middle Only)

**Times:**  
Set Up From \_\_\_\_\_ To \_\_\_\_\_  
Event From \_\_\_\_\_ To \_\_\_\_\_  
Clean Up From \_\_\_\_\_ To \_\_\_\_\_

Equipment Needed: \_\_\_\_\_

Tables Needed: \_\_\_\_\_ Chairs Needed: \_\_\_\_\_

Personnel Needed: \_\_\_\_\_

Attachments/General Comments:

\*Please see Fee Schedule for Pricing Information

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Print Name Signature Date

By signing this, I understand the enclosed rental policies of the Board of Education and I hereby accept the conditions of said policies and assume the rental obligations. Rental Payments are due in the school office prior to usage of the facility; unless some other arrangement has been made with the Principal or Superintendent. Please make all payments to Big Hollow School District #38.

I acknowledge that I have voluntarily chosen to use Big Hollow School District #38 equipment and facility. I acknowledge that no one employed by Big Hollow School District #38 will monitor my use of the district's equipment and facility. I acknowledge that use of the Big Hollow School District #38 equipment and facility can expose me to risk or injury from obvious dangers, hidden dangers, accidents, mishaps, and conditions or acts of other persons, and that because it could involve the use of equipment, it is potentially hazardous activity. I understand the risks involved and hereby voluntarily assume all responsibility for risk of injury, whether disclosed or not, and do not expect to receive any other warning or information concerning the possible risks of injury. I agree to leave the facilities and equipment in the same condition as when I arrived and it is my responsibility to remove all garbage and equipment that does not belong to Big Hollow District #38.

An automated external defibrillator (AED) will be provided by the district. By signing below, you agree that at least one individual who is trained to use an AED will be present during this activity and you know the location of the AED and have access to the AED.

**ANY BUILDING USAGE THAT IS NEEDED FOR BIG HOLLOW SCHOOL DISTRICT #38 ACTIVITIES WILL TAKE PRECEDENCE OVER ANY PREVIOUSLY APPROVED BUILDING USAGE. YOU WILL BE NOTIFIED VIA EMAIL OR PHONE IF THERE HAS BEEN A CHANGE IN SCHEDULE.**

Please return all necessary forms along with Certificate of Insurance to the building you are requesting usage for.

Big Hollow Primary School	Big Hollow Elementary School	Big Hollow Middle School
33335 N Fish Lake Rd.	33315 N Fish Lake Rd	26051 W. Nippersink Rd.
Ingleside, IL 60041	Ingleside, IL 60041	Ingleside, IL 60041
847-740-5320	847-740-5321	847-740-5322
847-740-3490 (fax)	847-740-3795 (fax)	847-740-9021 (fax)

**For Office Use:**

Days Needed: \_\_\_\_\_ Hours/Day: \_\_\_\_\_ Class: 1 2 3

Building Rate per event \$ \_\_\_\_\_

Person to Open Building: \_\_\_\_\_

Phone number individual can be reached: \_\_\_\_\_

Person to Close Building: \_\_\_\_\_

Phone number individual can be reached: \_\_\_\_\_

Custodial Rate (if applicable): \$ \_\_\_\_\_

*\*Renting Organization must pay directly to the custodian at the time of the event.*

Amount Paid \$ \_\_\_\_\_

Date Paid: \_\_\_\_\_

The Following Forms have been signed and received (and will be placed on file in the building office):

Waiver and Indemnification

Building Usage

Certificate of Insurance

Signature of staff member completing this form: \_\_\_\_\_

Added to Calendar by: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

*Principal*

Please submit copies of the completed Building Usage Form to each group listed below and check the box indicating that each group received this form.

Business Office

School Office

Custodian

Applicant