

**Submit to:**

Maintenance Department- CM201-U  
1400 Sangamon, Crete, IL 60417

Phone: 708-367-8210

Fax: 708-672-2842

## **FACILITY RENTAL AGREEMENT**

### **Milton Payton Performing Arts Center at Crete-Monee High School**

#### **Building Usage Policy**

As a service to our communities, Crete-Monee School District 201-U allows organizations to rent our facilities, during non-school hours. Such activities must be scheduled so they do not interfere with teaching or learning, activities associated with the operation of school-related support groups, extra curricular activities, or regular maintenance of our buildings.

#### **General Policies**

1. At the Superintendent's discretion, District 201-U may grant non-school groups short-term rental access to school facilities, provided such groups agree to the terms listed in the Conditions for Rental section of this document.
2. School District 201-U's facilities are available for rent when school is not in session, until 9:00 p.m.
3. No rentals will be allowed on district holidays.

#### **Conditions for Rental**

Permission to rent facilities is subject to approval from District 201-U Maintenance Department and the Superintendent or his designee. Permission for rental will not be granted unless the renter agrees to abide by the following provisions:

1. Submit written proof of insurance, which covers activities undertaken and has sufficient liability coverage for the risks of such activities (policy coverage must be written with a minimum limit of \$1,000,000 per occurrence). Crete-Monee School District 201-U must be named as the "Certificate Holder" and "Additional Insured." Insurance policies must be received at the time of the rental request. Rental requests will not be processed without valid insurance.
2. Waive any claims of liability, and hold School District 201-U, its agents and employees harmless.
3. Submit the Facilities Rental Request to the Crete-Monee Maintenance Department. The request must be submitted at least six work weeks prior to the proposed contract date.

The Maintenance Department will verify that all District 201-U entities are agreeable to the rental. Once that agreement has been established the Rental Contract will be executed. At that time, the Crete-Monee School District shall request a deposit of 2/3 the Performance/Rehearsal fees to secure the date of the rental.
4. Abide by all Federal, State, County and local laws including all rules and regulations of the School District.
5. Make all advertisements and information note the name of the organization and phone number of a contact person; they should neither imply the endorsement of School District 201-U, nor have the School District's phone numbers on them.

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6. Maintain a tobacco-free and alcohol-free environment.
7. Allow School District 201-U employees, at the discretion of the administration, to attend or monitor the group meeting or activities.
8. Use Facility Rental Time Cards; this form is the basis for assessing any additional fees. Renters must punch in upon arrival, and punch out immediately before departure. Failure to clock in and out appropriately may result in the termination of this Rental Agreement.
9. Stay in the designated rental areas. Renters may not visit libraries, classrooms or other building areas not covered by the Rental Agreement.
10. Minors shall be supervised by adults, over the age of 21, at all times.
11. Sell only soda purchased through the Maintenance Department. It is understood that contractual obligations of the district prevent all organizations from selling soda on district property that was not purchased from the district.
12. Order and pay for all soda through the Maintenance Department. Orders will be placed when the Crete-Monee School District receives payment in full. It is recommended that orders be placed at least a week before the desired delivery date.
13. Pay the rental fees as assessed by the Crete-Monee Maintenance Department. Fees stated on the Rental Agreement are estimates and may be amended in certain instances, including overrun of contracted time and dumpster removal, and will include all time required to set up, operate equipment, break down and clean up the event.
14. Base fees for spaces are established by area as defined within the fee schedule. The Base fees include use of the space and basic utilities such as restrooms, water, lighting, heating and air conditioning (if available).
15. Pay any additional fees prescribed within the contract, including custodial, lighting and sound technicians, piano tuning, security guards and food service staff.
16. Custodial fees are assessed at the hourly rate as defined within the fee schedule, and will include a minimum of one hour beyond the contracted time. Custodial fees are assessed per custodian needed; all efforts will be made to accurately estimate costs.
17. Custodians are supplied to the renter to set up, break down and clean up after the rental. They are also capable of handling on-site issues and emergencies that may arise during the rental, and will supply the renter with Facility Renter Time Card and Facility Inspection form. It is understood that these are the custodians' only contracted duties.
18. Lighting and Sound Technician supervision is to be supplied by the District. The renter will be assessed this expense at the hourly rate defined in the fee schedule.
19. Renters may not tune or adjust District 201-U pianos. Piano tuning may be arranged beforehand with the Maintenance Department. All fees resulting from requested tunings will be the responsibility of the renter.

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20. Food Service areas (kitchens) may be included within the rental agreement, provided that renter retains the service of at least one District Food Service Employee. The number of Food Service Employees required will be established on a case by case basis. This fee will be established on a per person hourly rate as set forth in the fee schedule.
21. Security guards may be required on a case by case basis, as noted on the Rental Agreement. The Superintendent, or his designee, will notify an organization requiring extra security at the time the contract is approved. Security must be supplied by District 201-U employees or its designees.
22. Return the facility to its proper status prior to the group meeting, and pay for all repairs.
23. Pre-inspect the facilities, utilizing the Facility Rental Inspection Form. This will be the basis for establishing whether damages have been incurred during the time of the rental.

### **Automatic External Defibrillator (AED)**

When renting an outside facility, the renter must have an Automatic External Defibrillator (AED) at the outside facility at all times during its use of the facility. The renter must also have someone present, at all times, who is trained in the operation of the AED.

The renter must ensure that the AED is maintained and tested according to the manufacturer's guidelines and is properly registered with an EMS system hospital in the vicinity. The renter must also ensure that it has notified an agent of the local emergency communications or vehicle dispatch center of the existence, location and type of the AED.

When renting an indoor physical fitness facility, the District will notify the renter of the location and type of AED at the facility. The renter agrees to have someone present, at all times, who is trained in the operation of the AED which is located at the facility.

For purposes of this agreement, a person is considered trained in the operation of an AED only if they have successfully completed a course of instruction in accordance with the standards of a nationally recognized organization such as the American Red Cross, American Heart Association, or other recognized training; or is a person licensed to practice medicine in all its branches.

The renter, of either an outside or indoor physical fitness facility, agrees to follow the following procedures in case of a medical emergency, which means the occurrence of a sudden, serious, and unexpected sickness or injury that would lead a reasonable person, possessing an average knowledge of medicine and health, to believe that the sick or injured person requires urgent or unscheduled medical care:

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1. The renter shall immediately call for emergency medical assistance from the local provider by the most efficient means available.
2. The trained AED user on site shall immediately evaluate the person with a medical emergency to determine if the use of an AED is warranted.
3. Should the trained AED user determine based on his/her training that the use of the AED is warranted, he/she shall proceed to use the AED in accordance with the training of such user.
4. The AED shall not be used by any person other than the trained AED user assigned unless emergency medical response personnel are available or a physician licensed to practice in all branches is present.
5. In the event that an AED is used on a person on the District's premises, the use shall be reported to the Building Principal. Such report shall include:
  - a. the date of the incident;
  - b. the time of the incident;
  - c. the name of the person who determined the patient's unresponsiveness;
  - d. the time that 911 was called;
  - e. the initial heart rhythm;
  - f. the number of times the patient was defibrillated;
  - g. the name of the person who defibrillated the patient;
  - h. Final rhythm at the time of arrival of the first responsive vehicle and a notation:
    1. Breathing: Yes or No;
    2. Pulse: Yes or No.

### **Revoking or Rejecting Agreements**

The Superintendent, or his designee, has the right to revoke any agreement, if the group does not pay its rent or follow the Conditions for Rental. The Superintendent, or his designee, has the right to restrict, reject or deny access to any groups: 1) which engage in political or profit-making activities which they deem inconsistent with the use of

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premises for public school purposes, 2) whose requests would make access to other groups impossible, 3) who do not care for and maintain School District property. The Superintendent, or his designee, may cancel a particular meeting date, regardless of whether it was in a contract, in the event of a school-related usage conflict (i.e. a concert, etc.).

### **Waivers of Rental Fees**

1. The Park Districts of Crete, University Park, Monee and Park Forest are subject to all Conditions for Rental, but the fees may be waived due to reciprocal service. Municipal entities (fire departments, police departments, municipal rescue services) are likewise subject to all Conditions for Rental, but may not be assessed fees.
2. Scouting groups, 4-H and groups which provide community service to the student body of a particular school may be exempt from rental fees provided they meet at the school from 3:30-5:30, no later. The groups are also subject to the Conditions for Rental. Groups requesting to meet at other times may have to pay custodial salaries, unless waived by the Superintendent or his designee.

### **General Auditorium Controls**

1. Outside groups will not be permitted to enter the stage/auditorium area during school hours unless prior approval has been granted.
2. Auditorium users will not be permitted to use school scenery, tools, paint or supplies without specific rental agreements.
3. Auditorium sound and lighting equipment may be used only under the supervision of the Auditorium Manager.
4. The counterweight fly system may only be used with the supervision of school personnel trained in the operation of the system.
5. Any group, organization, or class using the stage is responsible for clearing the stage so that the auditorium is never unavailable for daytime instructional purposes. All users of the facilities must move their scenery back behind the first draw curtain upstage so that the stage area maybe used for instruction.
6. Both school groups and any outside groups have the responsibility for promptly clearing the stage and auditorium following a production. Striking the scenery and clearing the stage and dressing room should be completed within twenty-four hours of the close of the production.
7. Food and drink are not to be consumed in the auditorium.

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### **Milton Payton Performing Arts Center at Crete-Monee High School Facility Use Details**

Date of Application: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Event type: \_\_\_\_\_ Event title: \_\_\_\_\_

Date(s) requested: \_\_\_\_\_ Time(s) needed: \_\_\_\_\_

Rehearsal dates: \_\_\_\_\_ Setup date/ time: \_\_\_\_\_

Group Contact/ Faculty Member: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Number of performers: \_\_\_\_\_

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#### **Equipment Requested:** (Please check)

Piano (Upright/Grand) \_\_\_ Risers \_\_\_ Podium \_\_\_  
Microphones: \_\_\_ Stage sound monitors \_\_\_

Others (rooms, tables, chairs, movie projector, etc.):

\_\_\_\_\_  
\_\_\_\_\_

#### **Please describe all equipment your organization is providing:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**If your event will require special lighting, please describe the setup.** *Please note:  
Limited stage lighting is available. Complex lighting plots will require advance set up  
time. Following spot lighting will require additional personnel.*

\_\_\_\_\_  
\_\_\_\_\_

Approved by Administrative Council: \_\_\_\_\_ Date: \_\_\_\_\_

Request Received: \_\_\_\_\_ Scheduled: \_\_\_\_\_ By: \_\_\_\_\_

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Additional custodial fees will be charged for each custodian necessary. Custodial fees will include a minimum of one additional hour for setup and teardown of event. Additional fees may be assessed based on need, and on a case-by-case basis.

The applicant, renter, organization shall indemnify, defend and save harmless Crete-Monee School District 201-U, its Board of Education, officers, agents, servants and employees from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorney's fees, for bodily injury, sickness, disease or death sustained by any person or persons, or injury, damage to, destruction or loss of any property, directly or indirectly arising out of or relating to, or in connection with the applicant, renter, organization's use of School District 201-U pursuant to this agreement.

The renter shall procure and maintain at its sole cost and expense, comprehensive general liability insurance in which Crete-Monee School District 201-U is an additional insured with minimum liability coverage of \$1,000,000 per occurrence, and renter shall furnish evidence with a certificate of insurance prior to contract approval.

Renter agrees that they have read, understand, and will comply with the conditions set forth under "Automatic External Defibrillator (AED)".

It is agreed the policies and procedures adopted by the Board of Education for use of school buildings and provided to all renters in advance will be rigidly enforced.

The applicant personally accepts the responsibility for payment of bills and that all rules, regulations and procedures pertaining to the use of the property are observed.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Principal: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Facility Dept: \_\_\_\_\_ Date: \_\_\_\_\_

=====

*(Internal Use Only.)*

**Fees:**

**No Charge**

\_\_\_\_\_ **Performance Fees of \$500.00**  
\_\_\_\_\_ \$125/hour after 1<sup>st</sup> four

\_\_\_\_\_ **Rehearsal Fees of \$250.00**  
\_\_\_\_\_ \$55/hour after 1<sup>st</sup> four

\_\_\_\_\_ **Custodial Fees of:**

- \$25/hour (Weekdays)
- \$30/hour (Saturdays)
- \$35/hour (Sundays)

**Utility Fee of: \$10/hour**

- \_\_\_\_\_ Security Fees of \$30.00
- Sound/Lighting Fee of \$75/hour
- Piano Fee of: \_\_\_\_\_

Other: \_\_\_\_\_

Deposit of: \_\_\_\_\_

- |  |   |
|--|---|
| <input type="checkbox"/> Proof of insurance received   | <input type="checkbox"/> Deposit received               |
| <input type="checkbox"/> School sign off (availability)  | <input type="checkbox"/> Auditorium management sign off |
| <input type="checkbox"/> Copy of completed request sent to all parties                         | <input type="checkbox"/> Invoice sent                   |
| <input type="checkbox"/> Custodian notification and confirmation of time and manpower required |   |

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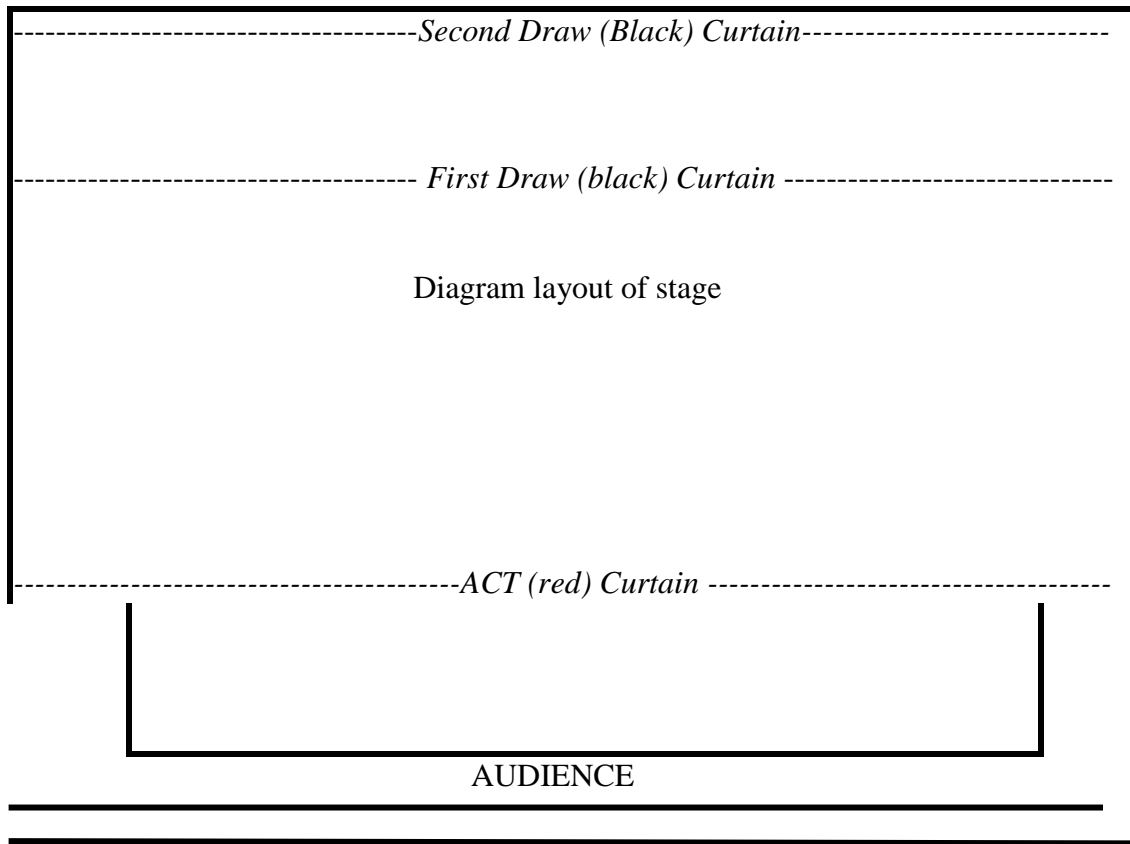
#### **Stage Setup Request**

Name of Organization: \_\_\_\_\_

Event Title: \_\_\_\_\_

Event Date: \_\_\_\_\_ Event Time: \_\_\_\_\_

Faculty Member/Contact: \_\_\_\_\_ Phone: \_\_\_\_\_



**Stage Set-Up:** *Indicate on the drawing above the desired placement of risers, podium, projectors screen, etc.*

**Lighting and Sound Request:** *Indicate on the diagram the desired microphone placement. Specialized lighting areas should also be marked on the diagram.*

Request Received: \_\_\_\_\_ By: \_\_\_\_\_



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## **FACILITY RENTAL AGREEMENT**

### **Facility Inspection Form**

**Fill Out Upon Arrival**

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

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

Responsible Party: \_\_\_\_\_ Phone: \_\_\_\_\_

School: \_\_\_\_\_

Facilities Used: \_\_\_\_\_

\_\_\_\_\_

Damaged Items: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**Fill Out Upon Departure**

Time: \_\_\_\_\_

Damaged Items: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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