

# Troy Community Consolidated School District 30-C Facility Usage Application Guidelines, Procedures & Contract

Adopted by the Board of Education 6/16/2004

Revised 7/19/2006

Updated 7/18/07

Updated 7/16/08

Updated 10/21/09

Updated 7/21/10

Updated 7/20/11

Updated 7/18/12

Updated 7/9/15

Updated 8/19/15

Updated 5/17/17

**The following general guidelines must be implemented when considering the rental of Troy facilities:**

1. Lessees must understand that school activities take precedence over all rental agreements. While schools will do their best to avoid rental cancellations, there may be some unforeseen circumstances that cause the school to reschedule a rental date.
2. Troy 30-C's athletic facilities are located in a neighborhood. The lessee must understand and respect our neighbors at all times. Complaints of any sort from neighbors will be taken seriously and founded complaints may prohibit the lessee from using the facilities in the future.
3. Lessee must follow all district policies and procedures and all laws that apply to public schools. This includes but is not limited to 1) abiding by the district positive behavior guidelines –Be Respectful, Responsible and Peaceful. 2) No smoking on school grounds. 3) No consumption of alcohol while on school grounds. Any reports that these have been violated will result in immediate termination of all rental agreements. All fees paid will be forfeited.
4. The facility will be available for rental between the hours of **3:00 pm and 8:00 pm on weekdays and 8:00 am-8:00 pm on weekends**. WBO and TMS will available until 9:00 pm on weekdays.
5. When renting the outdoor facility the lessee will be responsible for maintaining the area around the facility (track, ball fields, parking lot, etc.). This includes emptying trash during or after the event, removing all trash from the grounds. No custodian or district employee will be assigned to work these events or be responsible for maintaining the facility.
6. The lessee is responsible and liable for all damage done to school property. Should damage occur, the district will contract a qualified vendor to repair the damage and the lessee will be responsible for paying the entire cost of repair.
7. The district will not be responsible for crowd control, coordination or planning of any event.
8. Lessees cannot sublet their dates to another organization.
9. The district reserves the right to review its policy on rental of school district facilities at any time and may choose to cancel all rental agreements at any time without prior notice.
10. All facility use is contingent upon availability of custodial personnel.
11. The lessee is responsible for all behaviors and actions of participants and fans that attend the scheduled events.
12. The organization/lessee assumes full responsibility for any damage or loss of school property arising from or in any way connected with the use of the school facility.
13. **Building rentals fees must be paid in advance of occupying the facility, at the time the application is approved and final scheduling takes place. Invoices for fees will not be sent.**
14. The District reserves the right to assign the building/space that best suits the function to achieve a balance of building usage if necessary.
15. Hardball playing within any school facility is prohibited. No street shoes are to be worn on gym floors.
16. Equipment shall not be moved into the buildings during the time classes are in session and will be removed before 7:00 a.m. the day following the event. Storage space is not available. The school district will assume no responsibility for property of organization using building space. Requests for any equipment must be noted on this application and approval must be granted.
17. Food will only be allowed in the cafeteria.
18. Only district employees shall adjust the HVAC, or any other mechanical equipment such as but not limited to thermostats, cafeteria, fans, blowers, sound systems, score boards.
19. Organization or groups given permission to use the school facilities shall designate a member of its group as being in charge of the program or activity. This person will not leave the facility until all participants have vacated the premises. Failure to leave the premises promptly at the designated time of the conclusion of the activity may result in loss of future use and/or possible loss of fees.
20. **All persons using any of the Troy facilities must complete this form.** This includes tutoring and private music lessons offered by staff members.

**APPLICATION PROCEDURE:**

1. Application forms can be found online at [www.troy30c.org](http://www.troy30c.org) in Building and Grounds Dept. When completed please return to the building requested at **least 30 days in advance of date requested**. The principal will then approve or disapprove based on facility availability. If approved, the application will then be forwarded to the Superintendent's office for final approval and scheduling.
2. If approved, the Superintendent will complete the rental charges portion and return to the principal, who will in turn contact the applicant.
3. All applicants must sign and complete ALL of the appropriate information contained on the application form. The Hold Harmless Agreement and Certificate of Insurance, or Hold Harmless Agreement and Waiver of Insurance and Facility Use Agreement are required to be submitted with the application form.
4. **If requesting date changes, an additional application must be completed and turned in to the building of original request. Cancellations must be communicated to the Building Principal or designee as soon as possible. Failure to do so may result in forfeiture of facility use.**
5. Your application must include evidence of liability insurance coverage of not less than \$1,000,000 or execute a Hold Harmless Agreement and a Waiver of Insurance.
6. If your organization is requesting the use of several buildings, a separate form must be completed for each building.

Initial here \_\_\_\_\_ indicating you have read the guidelines and procedures for facility rental. Date \_\_\_\_\_

**TROY SCHOOL DISTRICT 30-C**  
**APPLICATION FOR USE OF SCHOOL FACILITIES**

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

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

Address: \_\_\_\_\_

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

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

Building Requested: (Please circle) Craughwell Cronin Heritage Trail Hofer Shorewood WBO TMS

Activity Planned: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Contact Phone: Work \_\_\_\_\_ Home \_\_\_\_\_ Cell \_\_\_\_\_

Billing Address of Organization: \_\_\_\_\_

\_\_\_\_\_

Organization's Supervisor during Activity: \_\_\_\_\_

Supervisor's Address: \_\_\_\_\_

Supervisor's Phone: \_\_\_\_\_

Date(s) Requested: From \_\_\_\_\_ to \_\_\_\_\_

Day(s) of the Week: \_\_\_\_\_

Time Requested: From \_\_\_\_\_ to \_\_\_\_\_

Probable Attendance and Age group at Activity: Attendance: \_\_\_\_\_ Ages: \_\_\_\_\_

Number of Adult Supervisors \_\_\_\_\_

Area(s) of Building Requested: Gym LRC Classroom Cafeteria Softball Field Baseball Field

Other: (Please specify) \_\_\_\_\_

List Own Equipment to be Brought in: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Special Needs and/or arrangements of Furniture & Equipment: (Attach a detailed set up diagram with this form)

\_\_\_\_\_

\_\_\_\_\_

Special Help Needed from Staff/Custodian: \_\_\_\_\_

\_\_\_\_\_

Do plans include the use of food or beverage: \_\_\_\_\_

If so, give details \_\_\_\_\_

Agreement: I hereby assume responsibility for the observance of the Board of Education's enclosed rules and regulations by the organization in whose behalf I sign this agreement.

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

Signature of Building Principal \_\_\_\_\_ Date \_\_\_\_\_

Signature of Superintendent \_\_\_\_\_ Date \_\_\_\_\_

It is agreed that the facilities listed above will be available and will be used by the renting organization on the date or dates indicated. **It is further agreed that the attached summary of rental fees will be paid prior to the first date/day requested.** Please make checks payable to "Troy School District 30-C". Send payment and Facility Use agreement to the District office at 5800 W. Theodore St., Plainfield, IL 60586. **Attention: Karen Fazio**

**Fee Schedule 2017/18**

**Facility Rental Fees**

The following are the per hour charges applicable for using the schools.

School Affiliated Groups.....	No Charge
Employee Led Non-School Affiliated Group .....	\$25.00/hr for gym, cafeteria, classroom & TMS/WBO athletic fields**
Non-Profit without admission.....	\$65.00/hr for gym, cafeteria, classroom & TMS/WBO athletic fields**
Non-Profit with admission.....	\$65.00/hr for gym, cafeteria, classroom & TMS/WBO athletic fields**
For-Profit Groups.....	\$75.00/hr for classroom and athletic fields
	\$100.00/hr for gymnasium and cafeteria

\* The Middle School and Wm. B. Orenic School are open until 9:00 P.M.

\* The five (5) Elementary schools are open until 8:00 P.M.

\*\* Please note the elementary school fields will be used on a first come/first serve basis. There will be no charge for these fields. Soccer fields at Crossroads/Cronin belong to the Village of Shorewood. You must contact the Village to reserve those fields.

Private Music Lessons – \$100/year for studio time

**Personnel Fees**

In addition to the facility rental fee shown above, charges will be assessed for personnel fees in the event that additional custodial or other personnel costs are incurred by the district. These costs include the time incurred as applicable for opening and closing the building, set-up and take-down of equipment, supervision, operation of equipment, and clean-up of facilities. Overtime rates will be charged if incurred by the district.

Custodial Fees: Regular Rate = \$25.00 per Hour Overtime Rate: = \$40.00 Per Hour

Food Service Personnel: Rates established by Food Services Vendor

Other District Personnel: In the event other district personnel are needed for facility rentals, charges will be established and determined by the district at the time the application is reviewed.

**FOR OFFICE USE ONLY – RENTAL CHARGES**

Facility Fee: \$ \_\_\_\_\_ Custodial Fees: \$ \_\_\_\_\_ Security Fee: \$ \_\_\_\_\_

Total Charges: \$ \_\_\_\_\_ Date Paid: \_\_\_\_\_ Check # \_\_\_\_\_

Amount Paid: \$ \_\_\_\_\_ Balance Due: \$ \_\_\_\_\_

**TROY SCHOOL DISTRICT 30-C**  
**HOLD HARMLESS AGREEMENT AND INSURANCE REQUIREMENTS**

"In consideration for the use of the facilities of Troy School District 30-C, to the fullest extent permitted by law, the undersigned Lessee agrees to defend, pay on behalf of, and hold harmless Troy School District 30-C, its elected and appointed officials, employees and volunteers and others working on behalf of the district against any and all claims, demands, damages, suits, loss, all costs connected therewith, including reasonable attorneys' fees arising out of or in any manner connected or associated with Lessee's use of the facilities."

**Public Liability Insurance**

Lessee covenants and agrees that Lessee will at Lessee's expense carry with a responsible company, approved by Lessor, throughout the term of this agreement, current insurance with the following minimum limits of coverage.

**General Liability**

Limits of liability shall not be less than \$1,000,000 per occurrence, \$3,000,000 aggregate, for Personal Injury, Bodily Injury and Property Damage, including Products and Completed Operations and Contractual Liability.

**Vehicle Liability**

Limits of liability shall not be less than \$1,000,000 per occurrence, covering all owned, non-owned and hired vehicles.

**Workers' Compensation**

Limit of liability shall be not less than \$500,000.

A Certificate of Insurance shall be provided to the district office for review and approval before any facilities can be approved for use. The certificate will become a part of the application. The certificate shall contain the following wording:

*"Troy School District 30-C, its elected and appointed officials, employees, and volunteers, shall be named as additional insured parties as their interests may appear. This coverage shall be primary to the additional insured's, and not contributing with any other insurance or similar protection available to the additional insured's, whether said other available coverage be primary, contributing or excess."*

Said insurance coverage and certificate shall contain a provision to the effect that the insurance coverage of said policies cannot be cancelled without giving thirty (30) days advance written notice of cancellation, reduction, and/or material change in coverage to the district. Written notification hereunder must be served upon nm Troy School District 30-C, Business Manager, 5800 W. Theodore St., Plainfield, IL 60586.

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Organization

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Signature and Title of Applicant

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Date

**HOLD HARMLESS AGREEMENT AND WAIVER OF INSURANCE**

“In consideration for the use of the facilities of Troy School District 30-C, to the fullest extent permitted by law, the undersigned Lessee agrees to defend, pay on behalf of, and hold harmless Troy School District 30-C, it’s elected and appointed officials, employees, and volunteers, and others working on behalf of the district against any and all claims, demands, damages, suits, loss, all costs connected therewith, including reasonable attorneys’ fees arising out of or in any manner connected or associated with Lessee’s use of the facilities.”

***WAIVER OF INSURANCE***

“Lessee represents and warrants that it does not have liability insurance coverage, as such, Lessee is unable to execute the document titled “Hold Harmless Agreement and Insurance Requirements.” In Lieu thereof, the Lessee has chosen to execute this document by which Lessee acknowledges as follows:

- a. That the School District maintains public liability insurance which provides insurance protection for negligent acts and/or omissions of the School District and its employees and elected officials, but does not protect or insure against the negligent acts and/or omissions of the Lessee, its employees, agents, or invitees. The Lessee specifically acknowledged that the insurance of the School district does not provide Lessee with insurance coverage for the negligent acts and/or omissions of the Lessee, its employees, agents or invitees. The Lessee specifically so understanding, waives its right to obtain liability insurance.
  
- b. The Lessee, having hereby exercised its right not to obtain liability insurance, hereby covenants and agrees as follows: In consideration of the use of the facilities of Troy School District 30-C, to the fullest extent permitted by law, Lessee agrees to defend, pay on behalf of, and hold harmless Troy School District 30-C, its elected and appointed officials, employees and volunteers and others working on behalf of the District against any and all claims, demands, damages, suits, loss, and costs (including reasonable attorneys’ fees) arising out of or in any manner connected or associated with this contract.

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Organization

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Signature(s) and Title(s) of Lessee

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Date



# Troy CCSD 30-C

5800 West Theodore Street  
Plainfield, IL 60586

*Where the future begins!*

Office: (815) 577-6760  
Fax: (815) 577-3795  
tkoehl@troy30c.org  
<http://www.troy30c.org>  
Twitter: @troy30c

*The Troy CCSD 30-C learning community will achieve excellence and will conquer the challenges of the future.*

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## FACILITY USE AGREEMENT

### GENERAL CONDITION AND FEES

~This is a legal contract. Please read before signing. ~

It is agreed between Troy Community Consolidated School District 30-C, hereinafter referred to as "Troy District 30-C" and \_\_\_\_\_ hereinafter referred to as "User", that Troy District 30-C shall allow the User access and the use of the \_\_\_\_\_ facility(ies) as conditioned and described per this application, from (DD/MM/YR) \_\_\_\_\_ (DD/MM/YR) \_\_\_\_\_ hours of \_\_\_\_\_ to \_\_\_\_\_ subject to all the policies and procedures of Troy District 30-C, in consideration of \$ \_\_\_\_\_. This fee shall be paid prior to occupancy of the facility. Cancellation of facility use must be within 30 days of date/s requested. Failure to do so may result in forfeiture of fees.

The undersigned understands and agrees that this Facility Use Agreement does not establish an employer-employee relationship between User and Troy District 30-C, that this event/s are neither conducted nor sponsored by Troy District 30-C. In addition, it is understood that Troy District 30-C will not exercise any physical or other control over the operation of the event/s other than those already spelled out in this application. The User understands that Troy District 30-C is not providing any supervision by this agreement.

User also at its sole cost and expense shall maintain during the dates of use of this agreement property damage limits covering the facility to be used of not less than \$1,000,000. Troy District 30-C shall be named as an additional named insured on the insurance policy purchased by User, which is the subject of this agreement. User will provide certificate of insurance evidencing that it has complied with the insurance requirement of this agreement.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Superintendent

Signed \_\_\_\_\_ Date \_\_\_\_\_  
User