Regulations and General Conditions for Use of District 99 Facilities

As of September 2017

SECTION I

USE OF DISTRICT 99 SCHOOL FACILITIES

The Board of Education (the "Board") of Community High School District 99 (the "District") constructs school facilities (the "Facilities") for the primary purpose of educating students of the District. However, when the Facilities are not in use for the purpose of educating students of the District, the Board believes it is in the best interest of the District's community to make the Facilities available to non-District organizations for activities that:

1. Are consistent with local, state, and federal statutes, applicable case law and regulations;
2. Are consistent with the primary purpose of the District;
3. Do not interfere with the regular operation of the District;
4. Follow the policies of the Board of Education and regulations of the District; and
5. Are of benefit to the entire District's community.

When not in use by the District, Facilities may be rented as provided herein.

The Board believes that Facilities shall not be used for promulgating any theory or doctrine subversive to the laws of the United States or any political subdivision thereof, or advocating governmental changes by violence; or for any activity that may violate the canons of good morals, manner or taste, or be injurious to the buildings, grounds, equipment or supplies of the District. Gambling and violence are prohibited activities.

REQUESTS

A. All requests for use of the Facilities shall be submitted no less than fourteen (14) days before the date for which Facilities are requested. Requests for facility rentals will be considered on a space available basis. Consideration of rental requests comes only after meeting the facility needs of the following:
   1. District 99 school programs. Due to the facility needs of school programs, indoor athletic facilities on weekdays and Saturdays during the school year are very limited. The ability to honor rental requests will vary by time of year and by campus due to each school's program needs and building schedules.
   2. Downers Grove Park District programs per the Intergovernmental Agreement between the Board of Education and the Park Board.
B. Preference for use is restricted to organizations located within the boundaries of District 99.
C. Requests for use of school facilities require a complete application available online or from the Facility Rental Manager. The application must designate an adult who has the authority to represent the group and who will assume responsibility for the group. ***The application should be returned directly to the Facility Rental Manager at the District office.***

CONTINUED USE

Continued use of Facilities by any organization or individual(s) (the "Renter") shall be contingent upon following all of the policies, rules and regulations as prescribed by the District as well as applicable statutes and case law. Any continued Use Agreement for Facilities may be terminated for violations of any of the above.

AUTHORITY

The Board shall have the final authority for granting or refusing any request for use of Facilities and may waive or amend current rules or regulations affecting such use without prior notification.

SECTION II

OVERVIEW

Community High School District 99's Facilities are primarily intended to provide space for curricular and extra-curricular District programs. When not in use for the primary mission of the District, the space is available on a limited basis for rental by qualified non-profit organizations. Rentals may be made available to other groups or organizations on an even more limited basis. The District is unable to rent the Facilities for personal parties or events. Facilities generally will not be available during normal school hours. The District will black-out additional dates and times for its uses, including extra-curricular programs, meetings, staff development and upkeep.

CATEGORIES OF GROUPS FOR RENTAL/USAGE OF FACILITIES

Category Group A: Groups sponsored by District 99, established for the sole benefit of District 99, and/or initiated by District 99.

- Student Groups
- Parent Groups/Booster Clubs
- District 99 Education Foundation
- Associated Elementary Districts 58, 60, 61, 66, 68
- Downers Grove Area Caucus

Category Group B: Not-for-Profit Community Groups, Governmental Entities and Educational Institutions.

- Not-for-Profit Community Groups whose membership resides primarily within the District 99 boundaries, such as:
  - Community youth sports clubs
  - Service Clubs (i.e., Rotary, Lions, Kiwanis)
  - YMCA
  - Fraternal Order of Police
  - American Cancer Society
- Local Governmental Entities Serving District 99
- Educational Institutions such as:
  - Parochial and private schools located within District 99 boundaries

Category Group C: Other Entities.

- For-Profit/Private Entities and Individuals
- Groups whose membership reside primarily outside District 99 boundaries
- Parochial and private schools outside District 99 boundaries

BLACKOUT CALENDAR

The District will provide the dates for which each facility will not be available as early as possible. These dates are subject to change as the academic and athletic demands on the Facilities may change or unforeseen issues with the physical plant may require unscheduled work. The District will not invoice for such cancellations; however the District will not be held liable for any hardship, financial or otherwise, that arises from a cancellation. The District reserves the right to decline very large events, despite space availability, due to the strains that the event will place on employees, facilities and/or parking.

OPENING AND CLOSING

Doors to Facilities will be opened not more than 15 minutes prior to the time of scheduled use and will in no instance be opened unless the assigned RENTAL SUPERVISOR is present All users are required to vacate the Facilities within 15 minutes after the approved ending time on the Use Agreement.

SECTION III

RESERVATIONS

Requests must be submitted by the designated deadlines to be considered for the requested calendar quarter. **Due to the scheduling timelines of school athletics and activities, we cannot commit prior to these deadlines.** A request that spans more than one quarter shall be submitted by the deadline for the first quarter requested and indicate it spans multiple quarters. The request will be subject to review at each subsequent quarter to determine space availability. Requests received after the designated deadline for a specific quarter will be considered only if space is available.

Deadline:	Requested Calendar Quarter:
June 1	August 1 – October 31
September 1	November 1 – February 28/29
December 1	March 1 – May 31
April 1	June 1 – July 31

CANCELLATIONS

Once a booking is confirmed and a signed contract is issued, all other outside requests for that space will be denied. Space should be reserved only for intended use and not to prevent others from having access to the space. Cancellations will be allowed up to thirty (30) days prior to the event without penalty. Cancellations within thirty (30) days prior to the event will be charged for the full rental, minus any labor charges (or $50, whichever is greater). Frequent cancellations may result in the District revoking the rental privileges of the organization. In the event that a cancellation or rescheduling is due to unusual and unavoidable circumstances (weather, personal tragedy, security risk, et al.), the District may waive the cancellation charges at its sole discretion.

The use of the facility may be terminated by the District in the event of an emergency or any breach of the Facility Use Agreement.

SECTION IV

CHARGES FOR SERVICES BY CATEGORY

User Category	Charge Facility Use Fee	Charge Custodial and/or Supervisory Fees during regular hours	Charge Custodial and/or Supervisory Fees for Overtime Hours	Charge use of District Equipment	Required to submit an insurance certificate per District Requirements	Percentage Charge to Facility Use Fee
A	(see Note)		X		X	0%
B	X	X	X	X	X	100%
C	X	X	X	X	X	150%

Note: Direct affiliates with District 99 may be charged a fee for actual costs incurred at the discretion of the District, for items such as washrooms or supervisors in the event of a large crowd, or if extraordinary requests such as stadium lights or non-standard air conditions are needed.

SECTION V

SUPERVISION

The Renters are primarily responsible for the supervision of those using the facility to ensure compliance with District 99 policies, rules, regulations and the directions of District 99 staff. Rental groups will identify the primary person responsible for supervision for each time and location. (Please refer to Section X for additional information.) All persons using the Facilities must confine themselves to the area of the facility or grounds for which temporary use has been granted. Rental groups will be responsible for any damage or excessive mess made by those participating, attending, and observing their event as well as any person tangentially associated with the rental. Full reimbursement for all expenses incurred by the District due to repair or clean-up will be provided by the Renter. Failure to make such a reimbursement may result in the loss of renting privileges. Risk of any loss to a user's property is the entire responsibility of the user.

DISTRICT 99 EMPLOYEE SUPERVISORS/STAFF

The District requires the presence of a District 99 employee, acting on behalf of the District, during all rentals to protect the facility and to monitor the user's compliance with the Facility Use Agreement. The role of the Supervisor is to open and close the facility, and be a resource in the event of an emergency. Custodians are on staff to set-up, clean during both rental period and clean up period.

Equipment, fixtures, furniture, or materials shall not be brought into Facilities without written permission by the District, at the discretion of the Superintendent. Exceptions may be granted at the time of approval of the request to use the Facilities. Such equipment, furniture, or materials brought into the Facilities cannot present a health or safety hazard to persons or property, and must be removed from the premises at the conclusion of the time granted or the conclusion of the Use Agreement, and those items remaining must be stored. The storage must be in a manner prescribed by the District so as to prevent any interference of normal school operations or

the use of the Facilities by the District or other organizations or individual(s). School equipment, fixtures, furniture, or materials shall not be moved within or removed from the area of normal use without written permission granted at a time of approval of the request for use of the Facilities. Movable equipment shall not be used outside the Facilities. User groups shall be held responsible for any damage or loss to school property.

SECTION VI

RESPONSIBILITES OF RENTERS

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:

.The User shall indemnify, hold harmless and, at the District's option, defend the District from any and all claims against, and losses incurred by, the District arising from the user's use of the facilities. The user further must waive and agree not to bring any claims against District 99 arising out of the user's use of the facilities. As used in this Paragraph: (1) the term "District" includes the Board of Education and its officers, members and employees in their official and individual capacities; (2) the term "claim" includes any administrative or judicial proceeding brought against the District, the threat of any such proceeding, or the demand for the payment of money or other relief for injury, including, but not limited to, personal injury, death or property damage; and (3) the term "loss" includes any money expended by the District as a result of a claim, including the District's reasonable attorney's fees incurred in response to a claim.

OCCURRENCE-BASED PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:

Unless specifically waived or modified by the District, the user must provide at its expense occurrence-based public liability and property damage insurance with limits of $1,000,000 for injury to any person or persons, including death and damage to property arising out of the occupancy and use of the District's facilities with the District as an "ADDITIONAL NAMED INSURED PRIMARY AND NON-CONTRIBUTORY BASIS." The insurance is to be issued by a casualty company with a Best Company rating of no less than A: VIII and the user shall furnish the District with a certificate or duplicate of such insurance policy or policies at least thirty days prior to using the facility. The insurance certificate and policy shall contain a statement that the insurance will not be cancelled, modified or non-renewed without first giving at least twenty days written notice to the District.

SECTION VII

BUILDING REGULATIONS

CONTRACT REQUIREMENTS: Organizations or individual(s) must conform to the terms of the written Agreement. Custodians or Supervisors are not permitted to extend the closing times or permit access to additional Facilities which have not been authorized in the Agreement.

EMPLOYEE PRESENT: A District Rental Supervisor must be present in the Facilities at any time it is used unless a written exception has been granted by the District.

KEYS: No key for the Facilities shall be provided for persons other than those approved by the Superintendent or his designee.

SMOKING: Smoking will not be permitted in the school building or on the school campus. Unauthorized smoking shall be sufficient justification for immediate cancellation of the current Use Agreement or the prohibition of further use by the offending organization or individual(s).

ELECTRICAL: Electrical equipment shall not be operated without express written approval from District 99. The use of open flames, sterno, makeshift electrical wiring, flammable and/or caustic materials and the like are prohibited.

HEATING: Regulation of heating controls shall be by District personnel only at the standard of 68 degrees.

FIRE EXITS: Fire exits and doorways must be kept clear and all hallways made passable at all times.

ALCOHOLIC BEVERAGES: The use or possession of alcoholic beverages on District property is strictly prohibited and will result in immediate cancellation of the Use Agreement.

CONTROLLED SUBSTANCES: The use or possession of any controlled substance will result in immediate cancellation of the Use Agreement.

REFRESHMENTS: Food or beverages may not be consumed or sold without express written consent of the District. No food or beverage of any kind is allowed in conjunction with Auditorium use. No food or beverage other than bottled water is allowed in the Fieldhouse and on turf fields.

AIR CONDITIONING: Not all areas are equipped with air conditioning. Where AC is present it is understood that CSD99 can NOT and will NOT run air conditioning equipment between the hours of 10:00 pm and 7:00 am. Therefore, any special events during these hours will NOT have the room/areas air conditioned, and during warm weather months, morning events will be functioning without the benefit of the rooms being cooled during the previous night. The Air Conditioning will be programmed to turn on one hour prior to the event and will turn off at the time the event is scheduled to end. Air Conditioning will be run at the District standard of 77 degrees.

NEIGHBORHOOD COURTESY: All users are requested to respect District 99 neighbors by refraining from depositing refuse, cigarette butts, and beverage containers near our neighbors' premises, and by parking in District parking lots only. Users are to refrain from making excessive noise or loitering on District grounds.

SECTION VIII

RENTAL RATE AGREEMENT

Rental rates are approved by the Board and are available on the District website as well as upon request from the District.

All rates are subject to adjustment due to the specifics of the Use Agreement.

The District reserves the right to make the final decision as to whether an organization will receive rental privileges or not, and to the classification and charge. The District has the sole right to modify or waive any provision of the policy.

BILLING

The District requires a 50% deposit upon signing of the Agreement. Long term rentals (greater than three months) will be billed on a monthly basis, with a two month deposit required upon signing of the Agreement. The balance

will be billed after the event, after all charges are compiled. Full payment is due no later than thirty (30) days after the date of the invoice. A Second Notice will be sent thirty-one (31) days after the original invoice was sent. The Second Notice will include a $25 late fee per invoice. If payment has not been received within sixty (60) days after the original invoice date, the debt will be transferred to our Collection Agency. All future approved rentals will be cancelled and no future requests will be processed for either the person or the organization who incurred the debt until payment has been received in full. In addition, any future rentals may be refused to, or full payment may be required in advance from, any person or organization with a late payment history.

AFFIRMATION

I have read these Regulations and understand that the Renter must fully adhere to the Regulations or the Use Agreement may be immediately terminated by the District. In addition, I am fully aware and understand the responsibilities and obligations of the Hold Harmless and Indemnification Agreement.

Printed Name: _____

Signed: _____

Date: _____

Contact Resources:

Facility Rental Manager:
Colleen Cramer
ccramer@csd99.org
Work: 630-795-7104
Cell: 630-651-2255

EXHIBIT A

HIGH SCHOOL STADIUM USE POLICY

The stadium facilities (hereinafter referred to as the "Stadium") provide a variety of positive opportunities for-student and community use and for the enjoyment of the District 99 community. In order to maximize the opportunities for use, while minimizing the impact and intrusion on surrounding neighbors, this policy has been created to set forth administrative guidelines for the use of the Stadium.

Priority of Usage:

1. High School Events:
   - Curricular Use (Physical Education classes, Marching Band)
   - Athletics (Football, Soccer, Cross Country, Track and Field, etc.)
   - Extracurricular Use (Homecoming Olympics, etc.)

2. Groups sponsored by District 99, established for the sole benefit of District 99, and/or initiated by District 99.
   - Student Groups
   - Parent Groups/Booster Clubs
   - District 99 Education Foundation
   - Associated Elementary Districts 58, 60, 61, 66, 68
   - Downers Grove Area Caucus

3. Not-for-Profit Community Groups, Governmental Entities and Educational Institutions.
   - Not-for-Profit Community Groups whose membership resides primarily within the District 99 boundaries, such as:
     - Community youth sports clubs
     - Service Clubs (i.e., Rotary, Lions, Kiwanis)
     - YMCA
     - Fraternal Order of Police
     - American Cancer Society
   - Local Governmental Entities Serving District 99
   - Educational Institutions such as:
     - Parochial and private schools located within District 99 boundaries

4. Other Entities.
   - For-Profit/Private Entities and Individuals
   - Groups whose membership reside primarily outside District 99 boundaries
   - Parochial and private schools outside District 99 boundaries

GUIDELINES FOR STADIUM USE

Available Hours *

Monday thru Thursday	5:30 a.m. – 9:00 p.m.
Friday	5:30 a.m. – 11:00 p.m.
Saturday	7:00 a.m. – 6:00 p.m.
Sunday	10:00 a.m. – 6:00 p.m.

* Normal, expected hours of use. Unforeseen circumstances, such as inclement weather, overtime, and IHSA playoff competitions may require occasional exceptions.

Lighting and Sound

The use of lighting and sound is primarily intended for athletic competitions, musical rehearsals, and important high school events. It is in the interest of our students and neighbors to hold school events at reasonable hours, promoting academic study and healthy behaviors.

Public Use

The Stadium's track is open to the public from dawn to dusk, and will be locked outside of public hours.

Condition of Use

- No smoking.
- No fireworks or use of any open flame.
- No heaters unless provided by or approved by the District.
- No glass containers.
- No sharp objects (i.e. tent stakes, metal cleats).
- Any equipment resting on the FieldTurf must be provided by the District or preapproved by the District.
- All groups should remove all debris from the field at the end of use.
- No marking of the field by any outside group (including chalk or tape) will be permitted.
- No vehicles unless operated and approved by District 99 personnel are allowed.
- All cleats and footwear should be clean of mud and dirt before being used on the field.
- Cleats cannot exceed 2 inches.
- No gum, nuts or seeds.
- No pets.
- No bikes.