

APPENDIX C

TERMS AND CONDITIONS FOR RENTAL OF DISTRICT FACILITIES

A. General Terms

- a. A contract for the Rental of School Property must be submitted and approved via the online rental system and a certificate of insurance provided before facilities may be used. The rules, Regulations and Fees for Rental of School Property ("Rules") shall be considered to be a part of this Contract.
- b. Non-Profit organizations must provide proof of Non-Profit status before facilities may be used.
- c. All amounts due under this contract must be paid within thirty (30) calendar days of the invoice date. Invoicing will be done the 2nd week of the month following the event(s). Non-payment of fees will result in the loss of rental privileges.
- d. The District may cancel the use of the facility on the date or dates specified in the contract by telephone or email at any time prior to any scheduled use.
- e. The renter agrees to indemnify and hold harmless the District from any claims or loss.
- f. Proof of liability insurance in the amount of \$1,000,000 and property damage of \$50,000 with the Oswego Community Unit School District named as "additional insured" on the policy is required. The district shall also be named the certificate holder. A certificate of insurance is required as evidence of this coverage.
- g. The renter affirms that no event will be held for the purpose of advancing any theories subversive to the constitutions or laws of the State of Illinois, or the United States, or for the purpose of advocating social or political change by violence.
- h. When schools are closed Monday through Friday due to weather conditions, afternoon and evening activities in school facilities will automatically be cancelled. Occasionally, it may be necessary to cancel activities in a particular school or facility because of a problem, such as plumbing or heating, etc.

B. Rental Terms

- a. Any renter/user using School District facilities for activities, which include school-age children, will ensure compliance with the District's Student Code of Conduct. Any illegal behavior will be referred to proper authorities for appropriate legal action. The rental/user contract may be terminated immediately by the District if the renter/user fails to comply with these provisions.
- b. Fees incurred by a renter for utilizing District staff will be charged through this Contract to the renter in accordance with the District fee schedules. District staff must be paid through District staff payroll.
- c. All activities must be under competent adult supervision supplied by renter. The Site Administrator or other facility manager shall have authority over renters' activities, and renter shall abide by all requests made by the Site Administrator or designee. Administrators or other authorized District staff are to have access to all facilities at any time. Premises are to be vacated at the times specified.
- d. All District properties shall be left in as good condition as when received. The Renters personal property is to be removed from the premises immediately upon completion of Contract term unless previous arrangements have been made, and the

District shall not be responsible for the renter's personal property in any way during or after a rental period.

- e. District property that is damaged by the renter and/or any persons associated with the renter on file shall be replaced/repaid at the renter's expense. Notification will be given to the renter regarding the damages.
- f. No smoking or alcoholic beverages are allowed anywhere on District premises. No refreshments are to be served or sold on school grounds, or in the buildings except in the appropriate facilities, and only with the prior approval of the building administrator.
- g. Kitchen facilities are not available for rent.
- h. The district shall furnish the necessary lifeguards to adequately supervise the pool during the rental activity. Fees incurred by a renter for utilizing District staff will be charged through this Contract to the renter in accordance with the District fee schedules. District staff must be paid through District staff payroll.
- i. The use of District facilities for personal or private parties and celebrations is prohibited. This includes birthday celebrations, anniversary celebrations, wedding receptions, and similar activities.
- j. Signs, displays, or materials may not be permanently attached, nailed, or otherwise affixed to school facilities, and must be removed promptly at the conclusion of the event.

C. Other Terms and Conditions.

- a. Sub-Contracting - The renter shall not assign or sub-contract any facility, or area therein, nor any rights under a contract to another party. Any party other than the renter must execute a separate Contract with the District.
- b. Alteration of Premises - The renter shall occupy the premises in the condition in which they exist. Should any renter remove or change the location of any equipment, such changes shall be made at their expense and renter shall return such equipment back to the condition and location in which it was originally found.
- c. Renter shall make no changes or alterations without prior written approval of the Site Administrator. No decorative or other materials shall be attached to any part of the rental facilities so as to damage the facilities.
- d. All decorative or other materials shall be noncombustible, or be suitably treated with a flame retardant.
- e. No fireworks or explosives shall be used on the premises without the direct, separate written consent of the Director of Operations.
- f. Obstruction of Passageways - No portion of sidewalks, entries, passageways, aisles, elevators, windows, ventilators, other ways of access to the facilities or their utilities shall be obstructed, or cause to be used for any purpose other than ingress or egress.
- g. Lighting - No lighting sources are to be covered or obstructed.
- h. Termination of Contract Loss of Facilities - In case of fire, casualty or other unforeseen occurrence which render the District unable to provide contracted facilities, said Contract shall be immediately terminated, and District shall not be liable for any claims or damages resulting there from. Renter shall be liable only for payments during the time premises were used.
- i. Compliance with Laws - Renters of District facilities shall comply with all laws of the United States, the State of Illinois and applicable city/village ordinances, including any rules and regulations contained herein for the facilities owned and under the control of the District. Violations by the renter may result in cancellation of a Contract, and immediate discontinuance of the use of facilities.