



SCHOOL DISTRICT 45, DUPAGE COUNTY
255 WEST VERMONT STREET
VILLA PARK, ILLINOIS

APPLICATION AND AGREEMENT FOR USE OF SCHOOL GROUNDS AND FACILITIES

Request to use: Building and/or Other (Specify Location) Room(s)

Beginning and Ending Dates Day(s) of Week

Beginning and Ending Hours

Nature of Activity

Will custodial assistance be required? Yes No If yes, to what extent?

Will admission be charged? Yes No If yes, describe

Name(s) of adult supervisor(s)

Approximate number: Participants Spectators

Number of Rubbish Cans Number of Folding Tables Number of Folding Chairs

Additional Requests or Comments (Attach sketch for specific set-ups)

Name of Applicant/Organization E-mail

Billing Address Telephone/Cell

Signature Title Date

READ CAREFULLY. BY SIGNING BELOW, APPLICANT AGREES TO BE BOUND BY THE CONDITIONS AND INSTRUCTIONS FOR FACILITIES USE ON REVERSE SIDE. SIGN AND RETURN (MAIL, DROP-OFF, FAX OR E-MAIL) TO SCHOOL DISTRICT 45 - APPROVED COPY WILL BE RETURNED TO YOU.

THIS SPACE FOR SCHOOL USE ONLY

This request has been: Approved or Disapproved

Rental Fee To Be Billed or Paid

Custodial Fee (to be billed on weekend rentals @ current salary rate):

Approval subject to the following conditions:

or Reason(s) for disapproval:

Signature Date

School Administrator

Entered into SchoolDude by: Date

**CONDITIONS AND INSTRUCTIONS FOR FACILITIES USE**

1. APPLICANT AGREES TO ASSUME FULL RESPONSIBILITY FOR ANY PERSONAL INJURIES, WRONGFUL DEATH, OR PROPERTY DAMAGE ARISING FROM ITS USE OF THE FACILITIES.
2. DISTRICT 45 SCHOOL ACTIVITIES HAVE PREFERENCE OVER OUTSIDE ACTIVITIES IN USING THE SCHOOL BUILDING.
3. ACCESS TO THE BUILDING IS ONLY FOR THE TIME APPROVED ON THE FRONT OF THIS APPLICATION. A DESIGNATED PERSON MUST BE AT THE BUILDING EITHER TEN MINUTES BEFORE OR AFTER REQUESTED TIME.
4. TABLES, CHAIRS AND SOME EQUIPMENT REGULARLY IN THE BUILDING MAY BE AVAILABLE FOR USE ONLY IF REQUESTED ON THIS FORM. ANY ITEMS USED ARE TO BE RETURNED TO THE DESIGNATED LOCATION BEFORE THE LICENSING PARTY LEAVES THE BUILDING.
5. GYM SHOES MUST BE WORN FOR ATHLETIC ACTIVITIES IN THE GYM.
6. SMOKING IS NOT ALLOWED.
7. A DISTRICT 45 EMPLOYEE MUST BE ON DUTY AT THE BUILDING WITH AUTHORITY TO ENFORCE SCHOOL DISTRICT REGULATIONS WHEN A MEETING OR FUNCTION IS HELD IN THAT BUILDING.
8. THE CUSTODIAN ON DUTY WILL ASSIST IN LOCATING APPROVED FACILITIES AS NEEDED IN EMERGENCY SITUATIONS.
9. FACILITIES USE AND CUSTODIAL FEES ARE PAYABLE TO SCHOOL DISTRICT 45. ANY UNUSUAL SET UPS MAY RESULT IN AN ADDITIONAL FEE OR MAY BE DENIED.
10. FACILITIES USE WILL BE ON A FIRST-COME FIRST-SERVED BASIS. APPLICATIONS WILL BE DATE STAMPED, NUMBERED IN THE ORDER RECEIVED, AND ORGANIZED IN PRIORITY OF USE CATEGORIES AS DETERMINED BY THE SCHOOL DISTRICT, IN ITS SOLE DISCRETION.
11. A COMPLETE COPY OF RULES AND REGULATIONS APPLICABLE TO USE OF SCHOOL FACILITIES HAS BEEN PROVIDED OR MADE AVAILABLE TO THE APPLICANT. THE APPLICANT IS REQUIRED TO ABIDE BY THESE RULES AND REGULATIONS.
12. NO BASEBALL OR SOFTBALL HARD BALLS ARE ALLOWED.
13. ATHLETIC WARM-UPS ARE ONLY ALLOWED IN RESERVED GYM AREA.
14. THE DISTRICT MAY TERMINATE THIS AGREEMENT IF (A) APPLICANT VIOLATES ANY OF THESE CONDITIONS AND INSTRUCTIONS FOR FACILITIES USE, OR ANY OTHER RULES AND REGULATIONS APPLICABLE TO USE OF SCHOOL FACILITIES; OR (B) IN THE DISTRICT'S SOLE DISCRETION, IT DETERMINES THAT TERMINATION IS IN THE DISTRICT'S OR ITS STUDENTS' BEST INTEREST FOR ANY REASON WHATSOEVER.
15. THE LICENSE GRANTED IN THIS AGREEMENT TO USE THE DISTRICT'S FACILITIES, GROUNDS OR BUILDING IS EXCLUSIVELY LIMITED TO THE ACTIVITY IDENTIFIED ON PAGE 1 OF THIS AGREEMENT.
16. THE APPLICANT IS RESPONSIBLE FOR THE SUPERVISION OF ALL ACTIVITIES IDENTIFIED ON PAGE 1 OF THIS AGREEMENT AND FOR THE CONDUCT OF ALL PERSONS INVOLVED AND/OR PARTICIPATING IN SAID ACTIVITIES.
17. BY USING THE DISTRICT'S PROPERTY OR FACILITIES, APPLICANT SHALL BE DEEMED TO HAVE AGREED TO THE PROVISIONS OF THE WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT.
18. VIDEO SURVEILLANCE MAY BE USED TO MONITOR AND/OR RECORD BEHAVIOR AND ACTIVITY OF ALL PERSONS ON SCHOOL PROPERTY OR GROUNDS. SEE BOARD POLICY 3430.



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ADDENDUM TO
APPLICATION AND AGREEMENT FOR USE OF SCHOOL GROUNDS AND FACILITIES

Note: This Addendum must be signed and attached to each Application and Agreement For Use of School Grounds and Facilities.

In addition to other conditions of use specified in the foregoing Application and Agreement for Use of School Grounds and Facilities ("Application and Agreement"), the Applicant, in consideration for the Board of Education of School District 45, DuPage County's ("the District") grant of its request to use the building or facilities, as identified in the Application and Agreement, further agrees as follows:

- 1. AED and trained AED user. With respect to requests and applications to use any of the District's physical fitness facilities, Applicant shall comply with the Physical Fitness Facility Medical Emergency Preparedness Act and shall have present on site, during each game, practice, or other physical fitness activity it conducts there, at least one person with current certification reflecting that he or she has successfully completed a course on CPR including the use of an automatic external defibrillator ("trained AED user").

Note: The District will not supervise the activity, nor will it supply trained AED users to act as emergency responders at any time. The District encourages applicants to provide and have a properly tested and operable AED on site and readily available at all times during each such physical fitness activity. Applicant acknowledges receipt of a copy of the District's Medical Emergency Plan regarding use and location of AEDs at District physical fitness facilities.

- 2. Indemnification. To the fullest extent permitted by law, Applicant shall protect, indemnify, defend and hold harmless the District, including its board members individually, officers, administrators, employees agents, representatives and volunteers (collectively, the "Indemnitees") from and against any and all liabilities, claims, demands, damages, penalties, causes of action, losses, costs and expenses (including reasonable attorney's fees and court costs), whether in contract, tort, statutory or otherwise, of any kind whatsoever, which the Indemnitees may become obligated for by reason of: (a) any accident, bodily injury, death of person or loss of or damage to tangible property, arising out of any negligent or wrongful act or omission of Applicant, including its participants and invitees, (b) a violation of the Physical Fitness Facility Medical Emergency Preparedness Act (the "Act", 210 ILCS 74/1 et seq.), or (c) Applicant's breach of the Conditions and Instructions for Facilities Use or any other applicable District rules or regulations.

- 3. Insurance. At all times during the term of this Application and Agreement, Applicant shall maintain in force a policy of commercial general liability insurance with an insurer authorized to do business in Illinois and acceptable to the District, including legal liability, bodily injury and personal injury limits of not less than \$1,000,000 per occurrence, and property damage limits of not less than \$250,000 occurrence. Such policy shall be written on an occurrence basis, and shall name the District and its board members individually, administrators, officers, employees, volunteers and agents as additional insureds, and by endorsement shall cause such policies to be primary to and noncontributory with any coverage available to the District. A certificate of insurance, with endorsements and declarations attached, evidencing proof of such coverage must be received by District before the Application and Agreement for Facility Use will be approved.

NAME OF APPLICANT ORGANIZATION: \_\_\_\_\_

Date Signature of Applicant's authorized representative

Printed name/title of Applicant's authorized representative



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WAIVER, RELEASE AND INDEMNITY AGREEMENT

In consideration for the Board of Education of School District 45, DuPage County ("the District") granting the Applicant's request to use the grounds, building or facilities, as identified in the Application and Agreement for Use of School Grounds and Facilities, located at: \_\_\_\_\_ during the hours of: \_\_:\_\_ [ ] a.m. [ ] p.m. until \_\_:\_\_ [ ] a.m. [ ] p.m. on \_\_\_\_\_, 20\_\_, the Applicant, \_\_\_\_\_, ("Applicant"), through its authorized agent \_\_\_\_\_, does hereby agree to assume full risk of any and all injuries, including death, bodily injury, property damages, or any other damages or loss which Applicant or any of its members and/or participants may sustain as a result of any condition or activity on the District's grounds or in the District's building or facilities. Also, in further consideration for the District's authorization to use the grounds, building or facilities, the Applicant, and its successors and assigns, hereby waives, releases and discharges any and all claims, demands, causes of action, losses, liabilities, and damages, whether in contract or in tort, statutory or otherwise, that it has or may later have against the District, its board of education, board members individually, officers, administrators, employees, agents, representatives and volunteers, which arise out of the Applicant's use of the District's grounds, buildings and facilities.

In consideration for the District authorizing Applicant and its members, participants, and/or guests to use the District's grounds, buildings and facilities, Applicant agrees to indemnify, defend, and hold harmless the District, its Board of Education, board members individually, officers, administrators, employees, agents, representatives and volunteers (hereinafter referred to collectively as the "Indemnitees") from and against any and all claims, demands, causes of action, losses, liabilities, and damages (including reasonable attorney's fees and court costs), whether in contract or tort, statutory or otherwise, of any kind and nature whatsoever, to the extent arising from Applicant's and its members, participants, and/or guests' use of the District's grounds, buildings and facilities. No provision of this agreement is intended to waive or abridge any other defense or immunity available to the Board of Education of School District 45, DuPage County.

This waiver constitutes the complete and final understanding of the undersigned with respect to the subject matter. Should any section of this Waiver be determined to be invalid or unconstitutional, by a court of competent jurisdiction, such decision shall not affect any remaining portion, which can be implemented without the invalid provision.

\_\_\_\_\_  
Signature of Authorized Agent for Applicant

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Date