

**Mid-Valley Special Education Cooperative- Rental Agreement for Use of School Facilities
(Pursuant to MVSEC Board of Education Policy – Community Relations 8:20-Community Use of
School Facilities)**

Request is hereby made by _____ (“Lessee”) for the use of Classroom or
Gymnasium, times:

Dates/Times: _____

(*Note: Times must be from the hours between 4:00 PM to 10:00 PM)

TERMS OF THE AGREEMENT FOR USE OF THE FACILITY:

1. FEES:

See current MVSEC Facility Fee Schedule. The Corporation is responsible for collecting all
fees.

Facility Fee: \$ _____

Custodian Fee: \$ _____ (fee for ____ hours)

Utility Fee: \$ _____ (fee for ____ hours)

Total User Fee: \$ _____

A non-refundable deposit of \$100 must be paid to **Mid-Valley Special Education Cooperative**
to secure the requested date of use on the calendar. The event will be placed on the calendar only
after the deposit is received. The check is to be made payable to **Mid-Valley Special Education
Cooperative** and remitted to **1304 Ronzheimer Ave., St. Charles, IL 60174.**

The signed agreement and rental payment must be received at least **ten (10) days prior** to the
intended use. If payment in full is not received at least ten (10) days prior to the event, the event
will be removed from the calendar and the date(s) will be available for rebooking.

_____ (Organization Representative’s Initials)

2. RESPONSIBILITY: All activities must have appropriate adult supervision. The Lessee agrees
and will be responsible for any damage to the facility by the Lessee or the Lessee’s agents,
assigns, or participants in any activity sponsored, controlled, or organized by the Lessee, or for
activities over which the Lessee has control or for which purpose the space is leased. To the
extent applicable, [Name of third party] shall be responsible for complying with the requirements
of the Physical Fitness Medical Emergency Preparedness Act, 210 ILCS 74/1 et seq. (the “Act”),
in connection with the use of the facilities under this Agreement. Compliance with the Act
includes, but is not necessarily limited to, ensuring that an Automates External Defibrillator
(AED) is available at the facility during the time that the event or activity at the facility is being
conducted, and ensuring that there is a trained AED user present during all physical fitness

activities conducted by [Name of third party] at the facilities under this Agreement. [Name of third party] shall defend, indemnify and hold harmless Mid-Valley Special Education Cooperative, and its board members, officials, administrators, employees, agents, successors and assigns, from and against any and all claims, liability, costs or expenses, including attorney's fees, damages, and judgements arising out of or relating to [name of third party]'s failure to comply with the requirements of this Act.

3. INDEMNITY: The Lessee, on behalf of itself, its member participants and guests, agrees to indemnify, save and hold harmless the Mid-Valley Special Education Cooperative Advisory Board and all their officers, employees, and agents, individually and collectively, for any and all claims, demands, suits, causes of action, or judgments (including defense and other costs) any person had, now has, or may have in the future arising out of the Lessee's use and/or occupancy of the leased premises, including any and all incidences and occurrences which causes personal injury and/or death, and theft, loss or damage to personal property,. Mid-Valley Special Education Cooperative assumes no liability for personal suffered by reason of the use of such school property pursuant to this agreement.

4. INSURANCE: Additional liability insurance naming the Mid-Valley Special Education Cooperative Advisory Board as an additional insured shall be provided unless waived by the Mid Valley Special Education Cooperative. A certificate of such insurance shall be provided upon request by Mid-Valley.

5. ORDERLY USE: The Lessee agrees that the Lessee and its employees, agents, volunteers, invitees and guests will comply with all directives of the school staff and policies of the school, Mid-Valley Special Education Cooperative Advisory Board, and all laws of the state of Illinois. These include, but are not limited to the following:

- No weapons on campus.
- No drugs or controlled substances on campus.
- No alcoholic beverages will be sold or consumed on campus.
- The use of tobacco substances is not allowed on campus.

6. NO TRANSFER, ASSIGNMENT OR SUBLEASE: The Lessee may not transfer or assign this agreement or sublet any part of said premises without the express written consent of the Mid-Valley Special Education Cooperative.

7. VIOLATION OF AGREEMENT: If the Lessee violates any of the covenants of this agreement, the Executive Director of the Mid-Valley Special Education Cooperative or his/her designee or the school principal, may, without notice to the Lessee, terminate the agreement and retake possession of the premises.

8. ALTERATIONS/EQUIPMENT: No alterations are to be made to school property without the written consent of the Executive Director. Rental of facilities does not include use of school equipment. At the permission and prior approval of the Executive Director, the Lessee may be

allowed to rearrange furniture in the school facility. The Lessee must return any moved furniture to its proper location.

9. CONFIRMATION OF AGREEMENT: The agreement is not in force until signed by the Lessee, accepted and signed by the executive director, and the amount designated as "Total User Fee" has been received by the school. The Lessee and the executive director shall retain fully executed copies of this document.

10. CANCELLATION: Should the Lessee cancel the event covered under this agreement, the deposit of \$100 is non-refundable. If the full amount has already been paid when the event is cancelled, a refund of the Total User Fee may be returned to the Lessee, minus the \$100 deposit. This agreement may be cancelled by the Executive Director of Mid-Valley Special Education Cooperative or his/her designee at their discretion. In the event of an emergency, the school principal may use his/her discretion for cancellation of events (ex. inclement weather). If the school is closed due to weather, emergency, etc., all events and rentals are canceled until the schools are officially reopened.

11. REMOVAL OF PROPERTY: The Lessee is responsible for the removal of all supplies and materials used in conjunction with the event immediately upon its end. Those items not removed within 24 hours after the event date shall be disposed of by the school at the expense of the Lessee. The school shall assume no responsibility for these items before, during, or after the event.

13. PAYMENT FOR DAMAGES: The Lessee agrees to pay costs of repair or replacement for damages, which may have occurred during the term of this agreement in order to restore the rented space or other parts of the campus affected by the event at a condition equal to that prior to the event.

14. ADDITIONAL REGULATIONS AND CONDITIONS OF USE: Mid-Valley Special Education Cooperative reserves the right to impose any additional rules or regulations, or to set special use arrangements, whether or not expressly provided herein, which may be necessary for the best interests of the school, and such regulations shall be binding upon the Lessee.

15. FOOD AND DRINK: No eating or drinking will be allowed except where provisions are made for such activities in advance, and the provisions must comply with regulations of the Illinois Department of Public Health and the Kane County Health Department. No open or pit fires, nor candles, will be allowed under any circumstances. In addition, no portable cooking devices fueled by charcoal, propane gas, or powered by any other means may be used without the prior consent of the principal. Absolutely no food or drink of any kind is allowed in the school gymnasium.

16. PUBLIC SAFETY: The Lessee agrees that at all times he will conduct his activities with full regard to public safety, and will observe and abide by all applicable regulations. All portions of sidewalks, entries, doors, passages, halls, corridors, stairs, and all ways of access to public utilities shall be kept unobstructed by the Lessee. The Lessee is not to bring onto the premises

any material, substance, equipment, or object, which is likely to constitute a hazard to the property without the prior written consent of the school principal.

17. CONTROL OF FACILITY AND RIGHT OF ENTRY: In renting the identified facilities to the Lessee, it is understood that the Mid-Valley Special Education Cooperative does not relinquish the right to control the management thereof, and to enforce all necessary laws, rules, and regulations. Duly authorized representatives of the Mid-Valley Special Education Cooperative may enter the premises without any restriction whatsoever.

18. CARE OF FACILITY: The Lessee shall not injure or deface the premises or any equipment therein. The Lessee shall not drive any nails, hooks, tacks, or screws into any part of the building, nor make any alterations of any kind to said facility. This extends to the stage; there will be no screws, nails, tacks, or hooks driven into the stage floor.

19. PARKING: Parking will be permitted only in areas designated for such use. Parking will not be permitted on grassed and landscaped areas.

I have read and agree to abide by the rules and regulations governing facility use in Mid-Valley Special Education Cooperative.

I agree to be billed for any additional hours utilized but not listed on this agreement.

_____ Organization Representative's Initials)

Organization/Lessee Name _____

Address _____

Authorized Representative Name and Title _____

Signature _____

Date _____

Telephone Number: _____

Received and accepted by: _____

Executive Director's name _____

Executive Director's signature _____

Associated Fees and Charges for all users will be levied according to the specific User Classifications (attached).

1. User Classification Groups 1 and 2 are not charged to use our facilities, but will be billed separately for any school district personnel costs that are incurred, for example, custodians, maintenance, security, cafeteria workers or stage workers.
2. The hourly rate for support personnel is \$_____per hour.
3. The rental fee schedules are attached to this regulation and also on the Mid-Valley Special Education Cooperative web site.
4. If excessive and/or unexpected custodial services are required, those charges will be billed directly to the user.
5. Rental fees do not include school personnel.
6. Rental fees will be reviewed and updated, if needed, on an annual basis.

Rules When Using District Facilities

1. Misuse of the facilities or ignoring rules related to facilities by users may result in barring future use.
2. If it is determined the Cooperative facilities reserved by a user are not being (actively) used by the user, the Cooperative may deny future use.
3. The use of alcohol, drugs and/or tobacco products is prohibited by law on all Cooperative properties.
4. All illegal activities are prohibited on Cooperative property and users that permit illegal activities will be banned from future use of Cooperative facilities.
5. No dogs/pets are allowed on school property at anytime, with the exception of guide or service dogs or with permission from the building executive director.
6. When an event is held in a school building, refreshments and/or food must be served only in designated areas.
7. There is absolutely no barbequing on school property and no outside food vendors are allowed, without prior Cooperative approval.
8. Night and weekend temperature setbacks will not be changed during the user's use period.
9. Users should designate one (1) member who is responsible to supervise the activity and will be the contact person for any Cooperative personnel on duty. Any user who uses Cooperative facilities is responsible for the conduct of participants and spectators. The user will adequately protect the facility and any equipment, as well as the participants and spectators.
10. Users may use only assigned rooms and spaces as stated in the application, and users may only use them for the specific, intended, and approved purposes during the approved time period.

11. Users are not permitted to use school equipment.
15. No facility, field or parking lot, shall be subjected to overcrowding or use by users in excess of permitted capacity.
16. All decorations and any temporary materials used must be fireproof and must be approved by school officials. Open flame decorations will not be used anywhere in the buildings. No object in gymnasium and foyers may be permanently fastened to walls, ceilings, and/or floors. No object may be fastened to the floors in any manner that will damage floor finish. All objects, furnishings, and equipment must be installed and removed by the user under
18. All users will be responsible for picking up their trash and putting it in trash receptacles. The Cooperative will be responsible for providing and emptying trash receptacles under normal circumstances. If no trash receptacles are available or the available receptacles are full, the user must take away their trash.
19. Users will not block any exits from Cooperative facilities.
20. The Cooperative will not supply storage of supplies for the user except with the permission of the executive director.
21. Cooperative owned equipment must not be taken from school premises.
22. Cooperative equipment may not be used unless specifically requested on the application and approved.
23. Chairs and/or other obstructions will not be placed in aisles, entrances, or exit areas.
24. Footwear and appropriate dress will be worn inside buildings. Sneakers or gym shoes should be worn when using gymnasiums for athletic purposes.
25. Vehicles must be parked in designated areas only. Others will be towed.

User Classifications

Group 1 – School Sponsored .

Any activity or event that is officially sponsored and/or sanctioned by a joint agreement school district for administrative or athletic purposes; or by student organizations and clubs of the joint agreement school districts regardless of whether they are Authorized or Independent. No facility fee charges. Custodial and utility fees may apply.

Group 2 – Student Interest Group .

Mid-Valley Special Education Cooperative and/or joint agreement school districts-recognized parent group (SCO), booster club, or resident groups who are devoted to child education and welfare or other student centered athletic or activity interests and are non-profit in nature (85% residency requirement applies). No facility fee charges. Custodial and utility fees may apply.

Group 3 – Service Organizations and Community Interest Groups

Resident groups or individuals who are devoted to service of others or are general community interest, athletic and/or educationally centered, and are nonprofit in nature (85% residency requirement applies). Facility fee = \$100. Custodial and utility fees also apply.

Group 4 – Non-Resident Interest Groups and Government Agencies

Non-resident groups who are devoted to adult or student education, athletic or activity interests, the general welfare and/or service of others, and are non-profit in nature. Government agencies include local, county, state, and federal, and other school districts (less than 85% residents). Facility fee = \$100. Custodial and utility fees also apply.

Group 5 – For Profit Groups

For profit groups include those individuals or organizations and companies that have a profit motive; or are groups that do not provide requested financial disclosure information. Facility fee = \$100. Custodial and utility fees also apply.

MID VALLEY SPECIAL EDUCATION COOPERATIVE APPLICATION FOR USE OF SCHOOL DISTRICT FACILITIES

ALL APPLICATIONS MUST BE SUBMITTED AT LEAST 14 DAYS IN ADVANCE

ALL ENTRIES BELOW MUST BE COMPLETED

Single Use Multiple Use

Mid-Valley Special Education Cooperative Application for Use of Cooperative Facility

Phone: 331-228-4878 Fax: 331-228-4874

POD/Wing Gym Other _____

User/Group Name:

Responsible Person:

Billing Address:

E-mail Address:

Home Phone: () _____ Work: () _____ Cell Phone: () _____

Times and Dates: List all requested dates:

Time entering building: _____ Time leaving the building: _____

Actual time of event: _____ to _____

Purpose: Nature/purpose of the facility use:

Number of Adults: _____ Number of Children: _____ Number of Chairs: _____

Number of Tables: _____

Required Items Checklist:

Certificate of Insurance Community Use Responsibilities Deposit Received

Cooperative Approval: _____

Date Entered: _____ Reservation # _____

Reservation # _____

Mid-Valley Special Education Cooperative Facility Incident Report

In the event of an injury or damage to a cooperative facility during use under School Board Policy 8:20, Community Relations, "Community Use of School Facilities", this form must be completed with 24 hours of the incident.

1. Name/User/Group: _____

2. Date of Use: _____

3. Time of Use: _____

4. Explain what and how the property was damaged:

5. Explain in detail who was injured and how:

6. List all witness(es) to the event including full name and contact phone number for each:

7. This form was completed by:

Name: _____

Organization: _____

Title: _____

Contact Phone Number: _____

Email Address: _____