

FACILITIES USE AGREEMENT

THIS AGREEMENT is made this 11th day of March, 2026, by and between the Board of Education of Center Cass School District No. 66, DuPage County, Illinois (the "Board") and Buddhist Tzu Chi Foundation ("Tzu Chi").

WHEREAS, Tzu Chi seeks to use space in the Board's building commonly known as Prairieview School on Sundays that are not part of an extended weekend for District 66 or on Mothers' Day, per the Board of Education approved Annual School Calendar, from 12:00p.m. to 5:00 p.m. for educational purposes;

WHEREAS, the Board and Tzu Chi wish to memorialize the terms under which Tzu Chi will be allowed to use the space described below;

NOW, THEREFORE, in exchange for the following consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows: 1. Effective August 25, 2024, Tzu Chi will be allowed to use the following space at Prairieview School: **15** classrooms, **1** gymnasium, **1** library, and **1** multi-purpose room. No other portions of Prairieview School may be used by Tzu Chi or its guests or invitees. 2. Tzu Chi shall pay to the Board the sum of \$950 for each use of the space described above. The custodial fee assessed will be the custodian's overtime hourly rate (ranging from \$20.00-\$30.00 per hour) and will be assessed for the time required for setup and cleanup, typically 12:00 p.m. - 6:00 p.m. The space described above shall not be available for use at any time if all of the district's schools are closed either by order of a competent federal, state, or local authority, or by decision of the Board of Education, due to public safety or health concerns.

3. Additional classrooms may be made available upon request at the cost of \$75 each. Availability will be determined by the Prairieview School Principal and Superintendent. 4. The above charges include all utility costs. Payments shall be made on a monthly basis in U.S. currency by check payable to the Board of Education, Center Cass School District 66. Failure to make the required

payments promptly when due will terminate this Agreement without warning, notice, or other grace period.

5. Tzu Chi will be responsible for keeping the designated space in broom clean condition. The cost of repairs for damage to the designated space, any equipment therein, or any other damage to Prairieview School as determined by the Board shall be assessed to Tzu Chi.

6. Tzu Chi expressly agrees and acknowledges that its use of the designated space in Prairieview School is conditioned upon its agreement to comply with each and every rule and regulation set forth in Exhibit A, attached hereto and made a part hereof by this reference. By entering into this Agreement, Tzu Chi covenants and agrees, on its own behalf and on behalf of its employees and students, to abide by each and every rule and regulation set forth in Exhibit A for the duration of its use of the Prairieview School facility (Attached Rules and Regulations).

7. During the term of this Agreement, Tzu Chi at its sole cost and expense, and for the mutual benefit of the Board and Tzu Chi will carry and maintain through a reputable insurance provider licensed to practice in Illinois comprehensive general liability and property liability insurance insuring against all liability of Tzu Chi arising out or occurring in connection with Tzu Chi's use of the Board's facilities, with a minimum combined single limit of One Million Dollars (\$1,000,000). Such policies will name the Board and Center Cass School District 66 as Additional Insured and provide that it is primary to, and not contributing with, any policy carried by the Board covering the same loss.

8. Tzu Chi agrees to indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims brought and/or damages of any kind assessed against them related in any way to Tzu Chi's use of the designated space, whether brought by Tzu Chi, its employees, agents, guests or invitees. This indemnification obligation applies even if the damages claimed are in excess of or not covered by the insurance provided for in Section 5 above.

This obligation will not apply to damages caused solely by the Board's negligence.

9. This Agreement will continue in effect through and including May 27, 2029. Provided, however, either the Board or Tzu Chi may cancel this Agreement upon fourteen (14) days written notice to the other party. At the conclusion of this Agreement, by lapse of time or otherwise, the parties will make a final accounting of all outstanding charges assessed to Tzu Chi and, if a balance is owed to the Board, Tzu Chi agrees to pay such balance in full within fifteen (15) days of the termination date. Tzu Chi may request to renew this agreement annually.

10. This Agreement embodies the entire Agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein and this Agreement will supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. This agreement will be interpreted pursuant to the laws of the State of Illinois and the exclusive venue for any action brought pursuant to this Agreement will be in the DuPage County Circuit Court (Eighteenth Judicial Circuit).

WHEREFORE, the parties, by their duly authorized officers or agents, hereby execute this Agreement on the day and year first above written.

Buddhist Tzu Chi Foundation
1430 Plainfield Road
Darien, IL 60561

By: _____

Its: _____

Board of Education
Center Cass School District No. 66
699 Plainfield Road
Downers Grove, IL 60516

By: _____

Its: _____

Attest: _____

Secretary