

# USE AND/OR RENTAL OF SCHOOL PROPERTY APPLICATION AND PERMIT FORM

Deer Creek-Mackinaw Community Unit School District No. 701  
401 East Fifth Street, Mackinaw, IL 61755  
(309) 359-8965 FAX (309) 359-5291

**INSTRUCTIONS:** This form must be completed and returned to the building principal at least one week in advance of the intended use of the facilities.

**School Building/Property Requested:**  Primary/Junior High  Intermediate School  High School

**Date Requested:** \_\_\_\_\_ **Time Requested:** \_\_\_\_\_ (a.m.) (p.m.) to \_\_\_\_\_ (a.m.) (p.m.)

**Purpose:** \_\_\_\_\_

**Admission Charge:**  None Adults \_\_\_\_\_ Children \_\_\_\_\_

**Facilities Requested:**  Gym  Cafeteria  Kitchen  Grounds  Other \_\_\_\_\_

**Equipment Requested:**  None  Chairs  Tables  P.A. System  Other \_\_\_\_\_

**Requesting to bring into the building or onto school property:** \_\_\_\_\_

The undersigned is the official representative of the organization and agrees to abide by the following conditions and those listed on the reverse side of this agreement. The undersigned hereby agree that this application is made subject to the rules of the Board of Education and agree for themselves and for all others using the facilities as a result of this application that the same are accepted and observed. The undersigned further agree that adequate protection will be supplied for safety purposes and that the use of the facility shall be peaceful and orderly. The undersigned individually agree to pay for any damages to the facility during the period of use and to hold the Board and District harmless for any liabilities for injury occurring during the use of the facility. No person under sixteen (16) years of age will be allowed in the building during athletic gym rentals.

Signature

Address

Telephone


### SEE REVERSE SIDE FOR ADDITIONAL CONDITIONS OF USE

\*\*\*\*\* (Office use only) \*\*\*\*\*

Certificate of Insurance Required: Yes \_\_\_\_\_ No \_\_\_\_\_ Fees: \_\_\_\_\_

Principal Approval

Date

Superintendent's Approval

Date

cc:  Superintendent  Principal  Requesting Organization

Revised March 2010

**CONDITIONS OF USE AND/OR RENTAL OF FACILITIES**  
**DEER CREEK-MACKINAW COMMUNITY UNIT SCHOOL DISTRICT NO. 701**

1. Organizations, groups or individuals using school facilities are responsible for their proper use.
2. Refreshments may be served only in areas designated by the administration.
3. Smoking will not be permitted in the building or on school property; and, alcoholic beverages and controlled substances are not permitted on school premises by Illinois Law.
4. Usage of building and premises is issued for specific areas and their direct approaches for specific hours. Other areas in the building or other equipment not requested are off limits and their use is considered trespassing.
5. Organizations using school facilities shall provide at all times adequate adult (over 21 years of age) supervision to insure proper care of and use of school property. No children will be allowed in the kitchen area at any time.
6. A school custodian is required to open and close the building unless other arrangements are approved by the building principal.
7. Putting up decorations or scenery, or moving furniture is prohibited without specific permission of the building principal or his designee.
8. The school district, Board of Education, school officials and employees shall be held harmless from loss, damage, liability or expenses that may arise or be caused in any way by the use of the facility.
9. The user shall assume the cost of repair or replacement, promptly, for any property damaged while under the user's care and custody.
10. Any room being used shall not exceed the legal maximum seating capacity for the room. It is the responsibility of the users to inform participants of fire exits, fire extinguishers, etc.
11. A certificate of insurance with a minimum of \$500,000 combined single limit bodily injury/property damage must be furnished if requested.
12. No sub-leasing of the facilities shall be permitted without the expressed written permission of the administration.
13. Notification of cancellation must be submitted to the principal at least twenty-four (24) hours before the scheduled time or use or full fee will be charged.
14. Payment of all fees in connection with the use of school facilities are to be paid within thirty days (30) of billing.
15. The School Board may rebate any fee paid, waive fees, suspend or cancel any granted permit, or modify any administrative procedures at its discretion.
16. Violation of these conditions shall constitute grounds for the revocation of the user's permit and/or refusal of permission to use school facilities at any future time.
17. No children under the age of sixteen (16) will be allowed in the building during athletic gym rentals.
18. District facilities shall not be used for the purpose of any community organization's dancing events.
19. Evening meetings will close by 11:30 p.m.
20. The Board of Education must approve all Sunday rentals.

FEES	Cafeteria	\$20 per hour
	Cafeteria/Kitchen	\$20 per hour
	Gym	\$20 per hour
	Grounds	\$20 per hour

- There will be no charge for
- A. Pupils under school supervision.
  - B. Teachers in professional and/or social meetings.
  - C. Parent-Teacher organizations, Band Booster Club, and other school affiliated organizations

**BUILDING RENTAL AGREEMENT**  
**DEER CREEK-MACKINAW CUSD #701**

THIS AGREEMENT made and entered into this date \_\_\_\_\_, 20\_\_\_, by and between **Deer Creek-Mackinaw Community Unit School District No. 701**, of Tazewell County, Illinois, hereafter referred to as the "District" and \_\_\_\_\_, hereafter referred to as the "Lessee".

**WITNESSETH:**

WHEREAS, the parties hereto, in executing the within form of Agreement, recognize that the County Board of School Trustees of Tazewell County, Illinois, in whom legal title to the following described premises is vested, is obligated to the entire public for protection, proper use and supervision of school property within Tazewell County; and that such property is never for "rent" in the sense that commercial buildings and equipment are available; and that school property cannot be used indiscriminately by individuals or small segments of the population for purely private purposes, notwithstanding the payment of fees therefore; and that school facilities must be in complete readiness for their designated function of education school children; and,

WHEREAS, the undersigned Lessee desires to rent the facilities of the District upon the terms and conditions hereinafter set forth, and that said Lessee has read and fully understands the rules and regulations governing the use of those facilities and school property, including the payment of such rental as hereinafter set forth which the school authorities hereby deem to be reasonable for the use of said facilities.

NOW, THEREFORE, in consideration of mutual promises and covenants of the parties hereto, IT IS AGREED AS FOLLOWS:

1. In consideration of the payment to the District in the sum of \_\_\_\_\_, the receipt whereof is hereby acknowledged, the District does hereby grant, demise and license to the Lessee the right to use the building and premises of the District as follows:  
property located at - \_\_\_\_\_  
portion of building to be used - \_\_\_\_\_  
rental dates - \_\_\_\_\_  
rental times - \_\_\_\_\_ (a.m./p.m.) to \_\_\_\_\_ (a.m./p.m.)  
or such specific portion thereof as may be hereafter described as follows, to wit:  
room rented -- on the following date(s) rental date(s) -- only, commencing at beginning time -- of said day and terminating no later than ending time -- on the said date(s).
2. The Lessee agrees that if additional personnel are required to be furnished by the District be reason of the use of said building and premises by the Lessee, the District expressly reserves the right to charge the Lessee for such additional personnel in an amount based upon the regular pay schedule of such personnel. Payment, therefore, may be made by the Lessee as a part of the above rental or by separate check, payable in any event to the District.
3. Payment of compensation under paragraphs two in the above Agreement shall be in addition to the regular rental amount set forth in paragraph one above.
4. In the event that food services, music and/or dramatics equipment and personnel are to be furnished by the District to the Lessee, the Lessee shall make its own arrangements with the

Principal.

5. The undersigned Lessee shall indemnify and save harmless the District, its agents, servants and employees, including members of the Board of Education thereof, against all loss, damage or expense which said District, or its said agents, servants, employees and/or Board of Education may sustain or become liable for on account of injury to or death of person(s), or on account of damage to, or destruction of property, which may arise out of the building and premises of the District under the within Rental Agreement, or due to, or arising in any manner from the wrongful act or negligence of the Lessee hereunder, or any member thereof, while using said building and/or premises.
6. The amount of insurance to be furnished by the Lessee in order to provide the indemnification as hereinabove set forth, shall be as follows:
  - a. Public liability, bodily injury insurance in an amount not less than \$100,000.00 for injuries, including accidental death to any one (1) person and in an amount not less than \$500,000.00 for any one (1) accident;
  - b. Property damage insurance in an amount not less than \$25,000.00
7. The undersigned shall file with the Superintendent of Deer Creek-Mackinaw Community School District No. 701, Certificates of Insurance showing public liability coverage, signed by the insurance company or their agent, certifying to the name and address of the parties so insured, the insurance policy numbers, the description of the premises and event covered by the insurance, the limits of liability of the policies and the dates of their expiration, with a further certification from said insurance companies that their policies will not be changed, canceled or terminated without ten (10) days prior notice in writing to said Superintendent.

This Rental Agreement shall not be assignable without the prior consent in writing of the District.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

**DEER CREEK-MACKINAW COMMUNITY UNIT SCHOOL DISTRICT NO. 701**

By: \_\_\_\_\_  
Superintendent (District)

By: \_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# FACILITY USE: ADMINISTRATIVE POLICIES AND PROCEDURES

## DEER CREEK-MACKINAW COMMUNITY UNIT SCHOOL DISTRICT NO. 701

Any organization (including in-district activities) must submit an application and permit form to the building principal. Approved forms are forwarded to the Superintendent who will determine any fees. Copies will be returned to the building principal, the custodian and the individual who signed the form.

All applications for the use of school facilities shall be acted upon in the order they were received. No person, firm or organization shall have any vested right to use school facilities. The use of the building will be granted and fees charged based upon the following priority listing.

1. Scheduled educational activities of the school – no charge;
2. Groups or organizations which are extensions of the regular school programs or activities (i.e. Band Boosters and P.T.A.) – no charge;
3. Tax supported agencies within the community and community wide youth organizations which are non-profit in motive and origin (i.e. Boy/Girl Scouts, 4-H, and Brownies);
4. Religious, cultural, recreational, civic and other not-for-profit organizations within the community who are using the facilities for meetings or fund raising activities.

The Board of Education reserves the right to waive fees for organizations that directly financially support Deer Creek-Mackinaw Community Unit School District No. 701.

Fees	Classrooms	\$10 per hour per room
	Cafeteria	\$20 per hour
	Cafeteria/Kitchen	\$50 per hour
	Gym	\$20 per hour
	Grounds	\$20 per hour

The Board of Education must approve any request from a community organization or business wishing to use the facilities for profit. The Board of Education reserves the right to waive fees for organizations that directly financially support Deer Creek-Mackinaw Community Unit School District No. 701.

Fees	Classrooms	\$15 per hour per room
	Cafeteria/Kitchen	\$100 per hour and cost of kitchen staff
	Gym	\$150 per hour for 3 hours (\$30 each additional hour) and cost of custodian staff
	Grounds	\$50 per hour
Additional Fees	Chairs	\$10 per 100 chairs
	Tables	\$10 per 10 tables