

**FACILITY USE APPLICATION AND AGREEMENT**

**Information Regarding Organization Requesting Use of District Facility**

Name of organization: \_\_\_\_\_

Address of organization: \_\_\_\_\_

Name and title of organization representative: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Emergency contact name and cell phone number: \_\_\_\_\_

**Information Regarding Requested Use of Facility**

Facility to be used (identify school/room(s) or outdoor facility): \_\_\_\_\_

\_\_\_\_\_

Date(s): \_\_\_\_\_

Start and end times: \_\_\_\_\_

Activity or event: \_\_\_\_\_

Anticipated number of participants: \_\_\_\_\_

Equipment (to be furnished by the organization and used during the event): \_\_\_\_\_

\_\_\_\_\_

**Acknowledgements and Agreements**

By signing below, the organization acknowledges and agrees to the following:

1. This application, and use of the facility as requested, is subject to approval by the School District.
2. The organization must comply with all applicable laws, regulations, ordinances, School Board policies, the School District's Administrative Regulations for Use of Facilities, and the School District's rules relating to the use of the facility.
3. If the organization's use of the facility is approved by the School District, the organization is responsible for the applicable fees set forth in the School District's Administrative Regulations for Use of Facilities.
4. The organization assumes responsibility for the costs of any damage to the School District's facilities resulting from the organization's use of the facilities.

5. The organization is prohibited from representing itself as school-related or otherwise affiliated with the School District.
6. The organization is solely responsible for compliance with all applicable procedures required by law or otherwise necessary to ensure the safety of the organization's participants, which may include personal protective equipment, social distancing, supervision, security, or other safety-related personnel or procedures. The organization agrees that the School District bears no responsibility for any such personnel or procedures.
7. The organization, at its expense, will maintain insurance covering the organization's use of the School District's facilities, as follows:
  - a. The organization must maintain General Liability Coverage (to include coverage insuring against claims for death and bodily injury arising out of the organization's use of the School District's facilities), with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
  - b. A certificate of insurance evidencing the required coverage must be provided to the School District upon approval of this application.
  - c. The insurance policy must name as additional insureds: Elmwood Park Community Unit School District No. 401 and its Board of Education, Board members, employees, and volunteers.
  - d. The organization's coverage must be provided on a primary noncontributory basis without regard to other insurance District 401 may carry.
  - e. The organization's insurer must be licensed by the State of Illinois and rated A-VII or better by A.M. Best.
8. Indemnification and Hold Harmless
  - a. The following definitions apply to this section:
    - i. "The School District" includes Elmwood Park Community Unit School District No. 401, the Board of Education of Elmwood Park Community Unit School District No. 401, and the Board's members, employees, and agents in their official and individual capacities.
    - ii. "The Organization" means the entity seeking to use the School District's facilities, as identified herein.
    - iii. "Liabilities" means liabilities, losses, damages, claims, demands, judgments, causes of action, costs, expenses, and reasonable attorneys' fees. "Liabilities" includes (but is not limited to) claims arising out of the coronavirus pandemic (or any other pandemic), including such claims for personal injury or other damages arising out of the Organization's event.
  - b. In consideration of the Organization's use of the School District's facilities, and to the fullest extent permitted by law, the Organization shall indemnify, hold harmless, and defend the School District against any and all Liabilities arising out of or resulting from the Organization's

use of the School District's facilities or the Organization's failure to comply with any applicable laws, regulations, policies, or procedures.

- c. The foregoing provision shall not be deemed an abrogation or waiver by the School District of any defenses or immunities available under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, *et seq.*

**The undersigned certifies that he/she is fully authorized to sign this Application and Agreement on behalf of the organization, and that his/her signature appropriately binds the organization to the terms of this Application and Agreement.**

ORGANIZATION

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

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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**For School District use only:**

Approved

Denied

\_\_\_\_\_  
Signature of School District Representative

\_\_\_\_\_  
Date