

**REAVIS HIGH SCHOOL
FACILITY USE/LICENSE AGREEMENT**

This agreement is entered into this ____ day of _____, 201__ by and between the Board of Education of Reavis Community High School District 220, Cook County, Illinois, (hereinafter "School District or "Board") and (please print name, address and phone number of organization) _____

Contact Person's Phone Number:

Contact Person's E-mail Address:

(hereinafter "Licensee").

RECITALS

WHEREAS, the Board is the owner of certain real property; and

WHEREAS, Licensee desires to use certain real property of the Board for a fee in accordance with the terms and conditions contained in the Agreement; and

WHEREAS, the parties wish to enter a contractual relationship, whereby Board agrees to permit Licensee to use the following described premises and equipment:

("Premises") _____

("Equipment") _____

for the purpose of _____

on/from (date) _____ to _____

during the hours of _____ for a fee of _____

and subject to the terms of this Agreement.

SET UP TIME IF NEEDED: _____

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, Board and Licensee hereby agree as follows:

1. **Incorporation of Recitals**

The Recitals are hereby incorporated and made a part of this Agreement.

2. **Terms of Use**

- a. **Fees.** Licensee agrees to pay all fees owed to the School District within (5) five business days of execution of this Agreement. If the School District does not receive payment within this period this Agreement may be cancelled at the option of the School District.
- b. **Damage Security Deposit.** In addition to the fees stated in section a., a damage security deposit in the amount of \$ _____ is required for the use of the Premises and Equipment. The security deposit will be refunded provided there is no damage to the Premises, Equipment, or other School District property arising from Licensee's activities on School District property. In the event any damage is caused, all costs and repairs will be paid from said deposit and the balance, if any, will be refunded to Licensee with an itemized list of said repairs and costs. If damages exceed the security deposit, Licensee agrees to pay the excess amount in full within (7) seven days of receipt of a statement of damages. The security deposit must be paid within (5) five business days of execution of this Agreement.
- c. **Use of Equipment.** Requests for use of Equipment made after the execution of this Agreement must be in writing and received by the administration at least (5) five business days prior to the scheduled dates of use. The written request must specifically state the Equipment needed (i.e. overhead projector, monitors, extra chairs etc.) Only Equipment specified may be used.
- d. **Damage.** Licensee agrees to assume all responsibility for any damages done to the Premises, Equipment or other School District property arising from Licensee's usage. Licensee further agrees that it shall be responsible for the cost of repairs and/or replacement based on the Board's assessment of damages as determined in the sole discretion of the School District.
- e. **Conduct.** Licensee is expected to conduct its activities in accordance with applicable federal and state statutes, and all policies, rules and regulations of the School District.
- f. **Signs/Other Material.** Tacking or nailing any signs or other material on walls, floors, ceilings is prohibited unless approved by the School District.
- g. **Smoking, Alcohol and Drugs.** Use, possession, sale or distribution of tobacco, and/or tobacco products, alcohol or drugs is prohibited on School District property.
- h. **Personal Property.** School District will assume no responsibility for property left on the Premises by Licensee or by any individual on School District property as a result of Licensee's activities. Licensee is required to remove all property immediately after its use of the Premises.
- i. **Access.** School District officials shall have access to all grounds and facilities at all times.
- j. **Advertisements.** Any advertisement or promotion of the activity must clearly indicate the sponsor of the activity with the School District listed only as the place of the activity.
- k. **Use.** The use of the Premises and Equipment shall be limited to the times specified herein. Use of other Premises and Equipment, not specified herein, or at times not specified herein, is prohibited.
- l. **Capacity.** Licensee must abide by room capacity limitations established by law and posted throughout the School District.
- m. **Custodians and Other Personnel.** The Board reserves the right to determine the need for custodial and other personnel services, depending on the nature of the activity, and Licensee shall be billed for these additional services. When personnel are needed on weekends or after normal working hours an additional fee may be charged Licensee.
- n. **Insurance.** Licensee must provide the School District with proof of insurance in the form of a Certificate of Insurance providing combined coverage for bodily injury and property damage in an amount of \$1,000,000.00 per occurrence. The policy must name the Board of Education of Reavis Community High School District No. 220 as an additional insured and be with an insurance company acceptable to the School District.
- o. **Indemnification.** Licensee shall indemnify, protect, save and keep harmless the School District, its Board members, administrators, employees, agents, affiliates, contractors, invitees,

- agents and students from and against all losses, damages, injuries, claims, demands, and expenses, including legal expenses, arising out of Licensee's use of the Premises and
- p. **Equipment.** Licensee shall assume such losses, damages, injuries, claims, demands and expenses of the settlement of and the defense of any suit or suits or other legal proceedings brought and shall satisfy judgments entered in any such suit or suits or other legal proceedings. The indemnities and assumptions of liabilities or obligations herein provided for shall continue in full force and effect notwithstanding the termination of this Agreement by expiration of time, by operation of law or otherwise. Nothing contained in this Agreement shall authorize Licensee or any other person to use the Premises so as to incur or impose any liability or obligation for or on behalf of the School District.
- q. **Right to Terminate Use of Premises and Equipment.** The Board reserves the right to terminate this Agreement if Licensee does not full comply with the conditions set forth herein.

3. **Assignment.**

Licensee shall not assign its interest in this Agreement or in any manner permit any other individual or entity to use the facilities without the prior written authorization of the Board.

4. **Complete Understanding.**

This Agreement sets forth all the terms and conditions, and agreements and understandings between the Board and Licensee relative to the subject matter hereof, and there are no agreements or conditions, either oral or written, expressed or implied, between them other than those set forth herein.

5. **Modifications.**

This Agreement contains all the terms, conditions, and promises of the parties hereto and no modifications or waiver of any provision hereof shall be valid or binding unless in writing signed by both parties hereto.

6. **Applicable Law.**

This Agreement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have entered into this Agreement by their authorized representatives as of the dates indicated.

**BOARD OF EDUCATION OF
REAVIS COMMUNITY HIGH SCHOOL
DISTRICT NO. 220**

LICENSEE

Signature: _____

By: Timothy J. Smith
Reavis High School District 220
6034 W. 77th Street
Burbank, IL 60459

By: _____

Its Assistant Superintendent for Facilities
& Operations

Its _____

Date: _____

Date: _____